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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91234467
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86883293: BLUE IVY CARTER  
Published in the Official Gazette of January 10, 2017 in all designated classes  
(International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Serial No. 86883293

Mark: **BLUE IVY CARTER**

**MOTION TO COMPEL DISCOVERY RESPONSES**

Pursuant to 37 C.F.R. section 2.120(f) and TBMP section 523.01, Applicant BGK Trademark Holdings, LLC (“BGK” or “Applicant”) hereby respectfully requests that the Board issue an order compelling Opposer Blue Ivy (“Opposer”) to, within thirty days of the Board’s order: (1) make a supplemental document production in response to Applicant’s First Set of Requests for Production of Documents to Opposer Blue Ivy (“RFPs”) Nos. 2, 9, 11, 13-14, 16, 18, 21-23, 26-35, 37-39, 42, 47-50, and 59; (2) provide a privilege log to support Opposer’s withholding of documents on the basis of the attorney-client privilege; (3) amend or supplement its responses to Applicant’s First Set of Interrogatories to Opposer Blue Ivy (“Interrogatories”) Nos. 3-5 and 9-13 to address inconsistent and incomplete responses; (4) withdraw its improper claims of attorney-client privilege regarding twelve clawed back documents and reproduce such documents; and (5) withdraw its Federal Rules of Evidence 408 objections to Interrogatories Nos. 9 and 10, Applicant’s First Set of Requests for Admission to Opposer Blue Ivy (“RFAs”)

Nos. 34 and 35, and RFPs No. 44 and produce documents withheld on the basis of these objections.<sup>1</sup>

### **INTRODUCTION**

Despite going through the motions of responding to BGK's RFPs, Interrogatories, and RFAs, Opposer has not come close to meeting its discovery obligations. Opposer's document production is demonstrably incomplete, and substantively inconsistent with many of its responses to BGK's Interrogatories and RFAs. On top of that, Opposer failed to accurately and fully respond to many of BGK's Interrogatories.

Moreover, after making its deficient production, Opposer improperly clawed back twelve documents based on erroneous claims of attorney-client privilege. Several of those documents have no facial indicia that they are attorney-client communications—and Opposer provided no explanation justifying its privilege claims. The remainder, while ostensibly communications with attorneys, do not offer legal advice, but instead appear to contain business advice. Thus, Opposer's privilege claims relating to these claw-back documents are meritless. As a result, BGK has serious questions about all of the documents Opposer has withheld on privilege grounds. Opposer's failure even to address BGK's repeated requests for a privilege log only amplifies these concerns.

Finally, Opposer has improperly objected to several of BGK's discovery requests on the basis of Federal Rules of Evidence 408—an objection that addresses the *admissibility* of evidence, not its discoverability. Even if Rule 408 applied (it does not), BGK's discovery

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<sup>1</sup> In addition, Opposer asserted improper objections and failed to answer RFAs Nos. 36, 37, 38, and 39. BGK requests that the Board assess the sufficiency of these responses and deem either the identified RFAs admitted or require Opposer to provide a response. TBMP §§ 411.03, 524.01.

requests seek information about Opposer's attempts to coerce BGK into purchasing its business—not settlement discussions.

Accordingly, Opposer should be compelled to supplement and/or amend its responses to BGK's discovery requests and produce all documents it has improperly withheld.

### **BACKGROUND**

On May 10, 2017, Opposer commenced this action, ostensibly seeking to block BGK's application for the BLUE IVY CARTER mark. A week later, on May 17, 2017, without meeting and conferring with BGK, Opposer filed a motion seeking expedited discovery—before BGK even had an opportunity to file an answer or make its initial disclosures. Declaration of Jonathan R. Sandler in Support of Motion to Compel Discovery Responses ("Sandler Decl."), ¶ 3.<sup>2</sup> The following week, Opposer invited counsel for BGK to the office of its counsel, where Opposer's counsel presented a PowerPoint slideshow describing its wedding planning business, and proposing that BGK purchase that business. Declaration of Laura R. Washington in Support of Motion to Compel Discovery Responses ("Washington Decl."), ¶¶ 3-4; Sandler Decl. ¶¶ 5-6. Opposer set the price tag for this acquisition at a minimum of \$10 million. Washington Decl., ¶ 4. In addition, Opposer's counsel gave a lengthy speech about how the Opposition proceeding—which it initiated—should be looked upon by BGK as an opportunity for a business relationship, not an adversarial proceeding. *Id.*

During that meeting, Opposer's true motive in initiating this proceeding became clear: to create an opportunity for Opposer to pitch Mrs. Carter on the acquisition of Opposer's wedding

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<sup>2</sup> Opposer's Motion for Leave to Take Limited Early Discovery sought to depose Jonathan Schwartz, the former Executive Vice President of BGK. Although Opposer was eventually granted the right to take the deposition of Mr. Schwartz, the deposition was rendered moot when Mr. Schwartz submitted a declaration indicating that he did not possess any knowledge, documents, or other information relevant to this dispute. Sandler Decl., Ex. A.

planning business through abuse of the Trademark Trial and Appeal Board. *See* Washington Decl., ¶¶ 3-4. BGK informed Opposer that it had no interest in purchasing Opposer's wedding planning business, and saw zero potential for consumer confusion between Opposer's brand and BGK's anticipated uses of the BLUE IVY CARTER mark. *Id.* at ¶ 5. Discovery in this proceeding then began in earnest.

On July 20, 2017, Opposer served BGK with several discovery requests: Blue Ivy's First Requests for Production of Documents and Things to BGK Trademark Holdings, LLC; Blue Ivy's First Interrogatories to BGK Trademark Holdings, LLC; and a Notice of Deposition of Beyoncé Giselle Knowles-Carter.<sup>3</sup> Sandler Decl., at ¶ 7. Four days later, on July 24, 2017, Opposer served Blue Ivy's Second Interrogatories to BGK Trademark Holdings, LLC. *Id.* at ¶ 8.

After receiving Opposer's initial discovery requests, BGK's counsel attempted to meet and confer with Opposer regarding potential dates for Mrs. Carter's deposition, as Opposer had unilaterally demanded an unworkable date. Declaration of Laura R. Washington in Support of Motion for Entry of Protective Order, ¶ 3. During those meet and confer efforts, it became clear that Opposer intended to disclose the date, time, and location of the deposition to the media. *Id.* at ¶ 3. When Opposer continued to refuse to agree to modify the operative protective order to keep sensitive information about Mrs. Carter confidential, BGK filed a motion for a modified protective order to prevent Opposer from abusing the discovery process to harass Mrs. Carter. *Id.* at ¶¶ 4-5. Although the Board denied the motion, it reminded the parties that a motion to quash may be appropriate where a proposed deposition constitutes harassment. TTAB's December 26, 2017 Decision Re Applicant's Motion to Amend the Board's Standard Protective

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<sup>3</sup> The same day, Opposer also subpoenaed Shawn Corey Carter, Mrs. Carter's husband. Sandler Decl., ¶ 7.

Order; and Opposer's Motion to Compel Responses to its Discovery Served July 20, 2017 and to Compel Attendance of Beyoncé Knowles Carter in a Rule 30(b)(6) Discovery Deposition, p. 8. The Board also instructed the parties that each has a duty to "make a good faith effort to satisfy the discovery needs of its adversary" and to "make a good faith effort to seek only such discovery as is proper and relevant to the issues in the case." *Id.* at p. 9.

On August 21, 2017, BGK served Opposer with its first set of discovery requests: Interrogatories, RFAs, and RFPs. Sandler Decl., ¶ 9, Exs. B-D. On September 20, 2017, Opposer served its responses to these requests. *Id.* at ¶¶ 10-11, Exs. E-H. Counsel for BGK's review of Opposer's responses revealed significant deficiencies and issues, including Opposer's failure to produce any responsive documents with respect to a significant number of RFPs and obvious exclusions of relevant documents. Declaration of Gregory W. Swartz in Support of Motion to Compel Discovery Responses ("Swartz Decl."), ¶¶ 5, 8. Moreover, during review of Opposer's production, counsel for BGK identified nine documents that appeared to be communications with attorneys. Sandler Decl., ¶¶ 12-14; Swartz Decl., ¶ 4. Consistent with ethical requirements, and out of an abundance of caution, BGK's counsel ceased review of these documents and notified Opposer. Sandler Decl., ¶ 12-14; Swartz Decl., ¶ 4. At the time of notifying Opposer, however, BGK's counsel made clear that it did not appear that these documents were *actually* privileged, but BGK's counsel felt ethically compelled to raise the issue. Sandler Decl., Ex. I. Thereafter, Opposer asserted privilege over all nine documents identified by BGK's counsel and provided a list of three additional documents it asserted were also inadvertently-produced privileged documents.<sup>4</sup> Sandler Decl., ¶ 15.

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<sup>4</sup> These documents are BLUE\_IVY000479-481, BLUE\_IVY000499, BLUE\_IVY000501-03, BLUE\_IVY000505-09, BLUE\_IVY000513-15, BLUE\_IVY000516-17, BLUE\_IVY000523-24, BLUE\_IVY000530, BLUE\_IVY000532-34, BLUE\_IVY000537-38, BLUE\_IVY00039, and

Believing that Opposer's privilege claims were improper and finding the other responses deficient, on January 4, 2018, BGK's counsel asked Opposer's counsel to participate in a meet and confer conference call. Washington Decl., ¶ 6. On January 8, 2018, the parties participated in a meet and confer call to discuss BGK's concerns with Opposer's discovery responses. *Id.* at ¶ 8. At the conclusion of the call, Opposer indicated that it would follow up with a formal response to BGK's concerns. *Id.* Yet, after almost two weeks without the promised response, on January 18, 2018, BGK's counsel sent an email to Opposer's counsel to inquire as to the status of Opposer's response to the issues raised during the January 8th call. *Id.* at ¶ 9. Five days later, Opposer's counsel responded, stating she would provide a response to the issue raised on the January 8th meet and confer on Monday, January 30th. *Id.* On January 30, 2018, Opposer's counsel did not provide the promised response. Instead, she explained that she was still working on responses to the issues raised several weeks earlier. *Id.* In response, on February 1, 2018, after Opposer's counsel failed to indicate when she would provide a response, BGK's counsel again inquired when Opposer's counsel expected to respond and provide a privilege log. *Id.* at ¶ 10. Despite this request, Opposer did not address or respond to BGK's concerns. As such, BGK's counsel again inquired on February 9, 2018, as to when Opposer would address the deficient discovery responses, which were raised by BGK's counsel over a month ago. *Id.* at ¶ 11. Finally, on February 12, 2018, Opposer responded, indicating that it disagreed with BGK's position on nearly all points, and contending there were no deficiencies in Opposer's discovery responses. *Id.* at ¶ 12. Opposer has still never responded to BGK's request for a privilege log. Nor have they supplemented or amended their discovery responses. Realizing that the parties

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BLUE\_IVY000564 -67 (collectively, the "Clawed Back Documents"). Sandler Decl., ¶¶ 12-15, Ex. M.

had reached an impasse, BGK’s counsel informed Opposer’s counsel that BGK would file this motion to compel. *Id.* at ¶ 13.

### **LEGAL STANDARD**

The Board “expects parties (and their attorneys or other authorized representatives) to cooperate with one another in the discovery process.” TBMP § 408.01. In particular, “[a] party served with a request for discovery has a duty to thoroughly search its records for all information properly sought in the request, and to provide such information to the requesting party within the time allowed for responding to the request.” TBMP § 408.02. Motions to compel should be granted where a party has failed to produce the discovery requested or where an existing production is inadequate. *See* TBMP § 523.01. In addition, motions to compel are available to challenge improper objections lodged in response to discovery requests. *See Amazon Techs., Inc. v. Wax*, 93 U.S.P.Q.2d (BNA) 1702, 1705-06 (T.T.A.B. 2009).

### **ARGUMENT**

Opposer’s responses to BGK’s discovery requests are deficient for several reasons. First, Opposer did not provide complete and accurate responses to BGK’s RFPs. Second, Opposer has served incomplete and contradictory responses to BGK’s Interrogatories. Third, Opposer has clawed back—and has likely improperly withheld—responsive documents based upon meritless attorney-client privilege claims. Finally, Opposer has improperly asserted inapposite Rule 408 objections. In light of these defects, BGK respectfully requests that Opposer be ordered to supplement and/or amend its discovery responses and produce documents it has improperly withheld on the basis of attorney-client privilege and Rule 408 within thirty days of the Board’s issuance of an order in response to this motion.



**I. Opposer's Document Production Is Demonstrably Incomplete.**

When a party responds to a request for production, it must state either that there are responsive documents that it will produce or that there are no such responsive documents. TBMP § 406.04(c); *see also No Fear, Inc. v. Rule*, 54 U.S.P.Q.2d (BNA) 1551, 2000 TTAB LEXIS 217, at \*12 (T.T.A.B. 2000). A responding party cannot, as Opposer has done, claim that it will produce documents and then provide nothing. Indeed, Opposer responded to almost every RFP by stating:

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

Sandler Decl., Ex. G. But Opposer did not produce *any* documents responsive to RFP Nos. 2, 9, 18, 21, 27-35, 37-39, 42, 47, and 59. Swartz Decl., ¶ 5. Nor has it produced any subsequent documents (that it claimed it would produce) in the *five months* since it made its production. Opposer has repeatedly stated that its investigation of this matter is ongoing and that it will produce more documents as its search continues. This excuse cannot persist indefinitely, and Opposer is required to complete its investigation promptly. Opposer either knowingly withheld documents, failed to perform the reasonable search it represented it had already performed, or simply misrepresented the existence of these documents. In any case, its responses and production are unacceptable and must be amended or supplemented. *See No Fear, Inc.*, 2000 TTAB LEXIS 217, at \*11-12; *see also* TBMP § 408.02 (“A party served with a request for discovery has a duty to thoroughly search its records for all information properly sought in the request, and to provide such information to the requesting party within the time allowed for responding to the request.”).

In addition, a cursory Internet search revealed that Opposer withheld documents related to an online store that it operates at <https://shop.spreadshirt.com/blueivy/>. Swartz Decl., ¶¶ 7-8.

Opposer apparently sells T-shirts, mugs, and other items branded with the BLUE IVY mark on this website. BGK's RFPs Nos. 11, 13-14, 16, 22-23, 26, 48-49, and 50 seek documents encompassing such conduct. Yet, Opposer's production contains no documents related to its online store. Swartz Decl., ¶ 8. Nor has Opposer supplemented its production to produce these documents since it was notified of its deficient production. Opposer should have produced copies of the various pages of the Blue Ivy online store, as well as any other emails or communications related to the creation of the website and its continued maintenance and operation.<sup>5</sup>

Similarly, Opposer failed to provide responsive documents related to financial information about the Blue Ivy brand in response to RFPs Nos. 18, 27, and 28. Swartz Decl., ¶ 5. Belatedly, Opposer has attempted to argue that these RFPs are irrelevant and seek information protected by privacy rights.<sup>6</sup> Neither contention has merit.

First, the scope of discoverability is broad, encompassing "any nonprivileged matter that is relevant to any party's claim or defense." Fed. R. Civ. P. 26(b)(1); TBMP § 402.01. In this case, information about Opposer's revenues are relevant to BGK's arguments against Opposer's assertion of likelihood of confusion. In particular, Opposer's financial information will allow BGK to assess, at minimum, the similarity or dissimilarity of trade channels, the number and

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<sup>5</sup> At an absolute minimum, the Board should order that Opposer produce all documents related to its spreadshirt.com website. *Jain v. Ramparts, Inc.*, 49 U.S.P.Q.2d (BNA) 1429, 1436 (T.T.A.B. 1998) (ordering supplemental responses where the responding party failed to provide information that could have been derived or obtained).

<sup>6</sup> Opposer first raised these objections in their meet and confer letter of February 12, 2018. Opposer did not raise relevance or privacy objections in their responses to RFPs Nos. 18, 27, or 28. Sandler Decl., Ex. G. As such, opposer waived these objections. See *Richmark Corp. v. Timber Falling Consultants*, 959 F.2d 1468, 1473 (9th Cir. 1992) ("It is well established that a failure to object to discovery requests within the time required constitutes a waiver of any objection."); *Economic Research Servs., Inc. v. NorthWestern Corp.*, No. CV-08-02-BU-RFC-CSO, 2009 WL 10677365, at \*2 (D. Mont. July 17, 2009) (indicating that a party may waive its objections by failing to object in a timely and effective manner).

nature of similar marks on similar goods, and the sophistication of consumers. *See In re E.I. du Pont de Nemours & Co.*, 476 F.2d 1357, 1361 (C.C.P.A. 1973) (listing likelihood of confusion factors).

Second, Opposer improperly claims that BGK's interest in discovering Opposer's financial information is outweighed by the privacy rights of Veronica Morales, Opposer's principal. In particular, Opposer asserts that Ms. Morales reports Opposer's income through her personal tax returns, which contain sensitive information about her and her family. These assertions, however, do not support Opposer's argument that it should not be required to produce financial information. As an initial matter, Opposer commenced this proceeding. As such, it was or should have been aware of the broad discovery tools provided in the context of TTAB proceedings. Moreover, BGK has never requested Opposer's tax returns. Rather, BGK has made clear that Opposer may provide documents that reflect Opposer's revenues or a summary reflecting such information. Courts have regularly approved of the discoverability of documents, such as W-2s, that reflect personal income without other extraneous personal information. *Haas v. Kohl's Dept. Store, Inc.*, No. 08-CV-2507, 2009 WL 2030567, at \*1 (E.D. Penn. July 7, 2009). Similarly, a summary of Opposer's financial information could be crafted to avoid any privacy concerns. As such, Opposer has several options to respond to RFPs 18, 27 and 28 without revealing sensitive personal information about Ms. Morales.

Furthermore, as Opposer has repeatedly emphasized, this matter is governed by TTAB's standard protective order. Opposer has repeatedly and avidly argued this protective order is sufficient to protect the privacy interests of Mrs. Carter. Blue Ivy's Opposition to Applicant's Motion for Entry of a Modified Protective Order, pp. 6-11. It is thus surely sufficient to protect

Ms. Morales' privacy concerns. Ms. Morales can produce financial information and designate such information confidential pursuant to TTAB's protective order.

Finally, it appears that Opposer has improperly withheld a number of documents based on attorney-client privilege without providing any explanation or justification. Indeed, Opposer has simply ignored BGK's repeated requests that Opposer provide a privilege log to support its allegations of privilege. Washington Decl., ¶¶ 10-12. Opposer may not merely claim that documents are privileged. Rather, it must "describe the nature of the documents, communications, or tangible things not produced or disclosed – and do so in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the claim." Fed. R. Civ. P. 26(b)(5)(A)(ii); TBMP § 406.04(c); *see Victor Stanley, Inc. v. Creative Pipe, Inc.*, 250 F.R.D. 251, 264-65 (D. Md. 2008) (explaining the requirements of a privilege log); *Burns v. Imagine Films Entertainment, Inc.*, 164 F.R.D. 589, 594 (W.D.N.Y. 1996) ("the party asserting the privilege . . . must specifically identify each document or communication, and the type of privilege or protection being asserted, in a privilege log" which should contain "a brief description or summary of the contents of the document, the date the document was prepared, the person or persons who prepared the document . . . the privilege or privileges asserted with respect to the document, and how each element of the privilege is met as to that document.")

The Board should order Opposer to supplement and amend its document production and related responses as necessary. In addition, the Board should order that Opposer produce a privilege log. TBMP § 406.04(c). As such, BGK respectfully requests that the Board require Opposer to supplement its production and provide a privilege log within thirty days of the issuance of the Board's order with respect to this motion.

## **II. Opposer Should Be Ordered to Amend or Supplement Its Responses to the Interrogatories.**

Opposer's responses to BGK's Interrogatories are similarly deficient. As an initial matter, they are internally inconsistent and contradict other discovery responses, demonstrating that Opposer has not provided truthful and complete responses. Moreover, the veracity of Opposer's responses to the Interrogatories is further undermined by the complete omission of any references to its online store. Overall, it appears that Opposer's responses to Interrogatories Nos. 3-5 and 9-13 are incomplete and inaccurate, and in some instances lodge improper objections.<sup>7</sup> As such, the Board should order that Opposer amend or supplement its responses to the identified Interrogatories.

Irreconcilable inconsistencies between Opposer's discovery responses indicate that Opposer did not provide good faith responses. *See Cadbury UK Ltd. v. Meenaxi Enter. Inc.*, 115 U.S.P.Q.2d 1404, 1409 (T.T.A.B. 2015) ("good faith and cooperation . . . is expected of litigants during discovery."). For instance, in response to Interrogatory No. 3, Opposer identified Veronica Morales as the only person who had "any involvement in the marketing, promotion, or sale of goods, or services in connection with the BLUE IVY MARK."<sup>8</sup> Sandler Decl., Ex. E, Response to Interrogatory No. 3. Yet, correspondence produced by Opposer reveals that, through Ms. Morales, Opposer has communicated with advertising agencies and public relations firms, such as Brand Sense Partners and Be Inspired PR, to promote and grow the Blue Ivy Brand. Swartz Decl., ¶ 6. In light of such documents, Opposer's responses to the Interrogatories

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<sup>7</sup> Opposer's improper Rule 408 objections to Interrogatories Nos. 9 and 10 are discussed *infra* in Section IV.

<sup>8</sup> Opposer also failed to properly "identify" Ms. Morales in accordance with the Interrogatories' instructions. Opposer listed only Ms. Morales's name without providing the additionally requested information such as her title, business address, and telephone number.

are demonstrably incomplete. *Johnson & Johnson v. Obschestvo s ogranichennoy*, 95 U.S.P.Q.2d (BNA) 1567, 1571 (T.T.A.B. 2010) (ordering supplemental responses to interrogatories to ensure responding party answered all interrogatories “separately and fully” as required by Federal Rules of Civil Procedure Rule 33(b)(3)).

Similarly, in response to RFAs No. 4, Opposer asserted that it marketed goods and services in International Classes 003, 006, 009, 010, 012, 016, 018, 020, 021, 024, 026, and 028 and claimed that these uses are “reflected in its document production.” Sandler Decl., Ex. B, Response to RFAs No. 4; *see also id.*, Ex. E, Response to Interrogatory No. 11. Contrary to Opposer’s claim, with the possible exception of International Class 016, Opposer’s production does not appear to contain documents demonstrating any of these uses.<sup>9</sup> Swartz Decl., ¶ 5. Indeed, Opposer’s production reflects only Opposer’s existing event planning business without any clear evidence that Opposer intends to use the Blue Ivy mark in any other International Classes.<sup>10</sup> In sum, these contradictions in Opposer’s responses lead to the inescapable conclusion that Opposer did not make the requisite good faith effort to thoroughly and truthfully respond to BGK’s discovery requests.

In addition, Opposer’s responses to the Interrogatories fail to reflect the fact that Opposer operates an online retail store that sells T-shirts, mugs, and other goods. *See* Sandler Decl., Ex. E. The existence of this store and its merchandise should have been included in response to BGK’s Interrogatories, including Nos. 4, 5, 12, and 13. Nevertheless, Opposer’s responses to the Interrogatories never mention the spreadshirt.com website.

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<sup>9</sup> Some of Opposer’s documents reference an online service that deals in “paintings, wedding portraits and invitations.” *See* Swartz Decl., Ex. A. Those items are somewhat similar to goods listed in International Class 016.

<sup>10</sup> To the extent Opposer truly possesses a good faith intent to expand the Blue Ivy brand to other goods and services, it should have filed an “intent to use” application.

Finally, in response to Interrogatory No. 5, Opposer claimed that it was “investigating” its monthly sales volume and would supplement its response with further information. Despite this representation, Opposer has not provided any financial information responsive to Interrogatory No. 5.<sup>11</sup> As mentioned above, Opposer must not be allowed to hide behind the excuse of continuing investigation to avoid providing relevant information.

Based on these inconsistent and incomplete responses, the Board should order that Opposer serve amended and/or supplemental responses to Interrogatories Nos. 3-5 and 9-13.

### **III. Opposer Improperly Withheld Documents Based Upon Meritless Attorney-Client Privilege Claims.**

As discussed above, Opposer has asserted meritless privilege claims and clawed back twelve documents from its production. BGK respectfully requests that the Board compel Opposer to reproduce the twelve Clawed Back Documents, because (1) the documents are not privileged and (2) any potential privilege has been waived. *First Tech. Capital, Inc. v. JP Morgan Chase Bank, N.A.*, No. 5:12-CV-289-KSF-REW, 2013 WL 7800409, at \*1 (E.D. Ky. Dec. 10, 2013).

First, from a cursory review, it appears the Clawed Back Documents are not subject to the attorney-client privilege. For a communication to be protected by the privilege it must be made “in connection with the provision of legal services.” *Stovall v. U.S.*, 85 Fed. Cl. 810, 813 (Fed. Cl. 2009) (citations and internal quotation marks omitted). The privilege “does not protect . . . business advice.” *Christofferson v. U.S.*, 78 Fed. Cl. 810, 814-15 (Fed. Cl. 2007); *In re Omnicom Grp., Inc. Secs. Litig.*, 233 F.R.D. 400, 415 (S.D.N.Y. 2006) (documents non-privileged where attorney acting in role of “business advisor”); *Henson By and Through Mawyer*

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<sup>11</sup> To the extent Opposer believes that this information is subject to the relevance and privacy objections asserted against RFPs 18, 27 and 28, those arguments are addressed *supra* in Section I.

*v. Wyeth Labs, Inc.*, 118 F.R.D. 584, 587-88 (W.D. Va. 1987) (“[T]he attorney receiving the communications must be acting as an attorney and not simply as a business advisor.”) (citations omitted). The “assertion of privileges is strictly construed because privileges impede full and free discovery of the truth.” *Christofferson*, 78 Fed. Cl. at 815. Several of the communications over which Opposer claims privilege did not even involve attorneys. *See* Sandler Decl., ¶ 15, Ex. M. For those that did, they provided business strategy, not legal advice. None of the Clawed Back Documents are privileged.

Second, unless Opposer can establish both that it took reasonable steps to prevent disclosure *and* promptly took steps to rectify the error, the privilege is waived. *See* Fed. R. Evid. 502(b); *see also Genentech, Inc. v. U.S. Int’l Trade Comm’n*, 122 F.3d 1409, 1415 (Fed. Cir. 1997). Opposer failed to take reasonable steps to prevent the disclosure of privileged information. *See Peterson v. Bernardi*, 262 F.R.D. 424, 429 (D. N.J. 2009) (finding waiver where disclosing party failed to “proffer any facts to establish that reasonable precautions were taken to prevent” disclosure of privileged documents). Opposer’s production totaled only ninety-one documents. Swartz Decl., ¶ 3. Of those ninety-one documents, Opposer now claims that twelve documents are privileged—over thirteen percent of their production. Given this high percentage of allegedly privileged documents, Opposer cannot have employed reasonable measures in reviewing its production. *See Kilopass Tech. Inc. v. Sidense Corp.*, No. C 10-02066 SI, 2012 WL 1534065, at \*3 (N.D. Cal. May 1, 2012) (1,139 privileged documents in a batch of 55,000 (2% of total) demonstrated lack of reasonable measures); *First Tech. Capital Inc.*, 2013 WL 7800409, at \*4-5 (45 privileged pages out of a total of 1,500 pages (3% of total) demonstrated lack of reasonable measures). The failure to take reasonable measures, by itself, is a sufficient ground to find waiver over the twelve Clawed Back Documents.



Moreover, Opposer cannot establish that it “promptly took reasonable steps to rectify the error.” FRE 502(b). For more than a month after its document production, Opposer did not mention or raise the issue of inadvertently produced documents. Sandler Decl., ¶¶ 7, 10. Had BGK not alerted Opposer to its carelessness, it does not appear Opposer would have made a privilege claim at all. Opposer’s delay in taking any action to remedy its disclosure constitutes “a sufficiently long period of time to warrant a finding of waiver.” *See Clarke v. J.P. Morgan Chase & Co.*, No. 08 Civ. 02400 (CM)(DF), 2009 WL 970940, at \*6-7 (S.D.N.Y. April 10, 2009) (finding that two month delay between producing potentially privileged email and asserting claim of privilege militated in favor of finding waiver); *LaSalle Bank Nat’l Ass’n v. Merrill Lynch Mortg. Lending, Inc.*, No. 04 Civ. 5452(PKL), 2007 WL 2324292, at \*2, \*5 (S.D.N.Y. Aug. 13, 2007) (privilege waived where counsel objected to e-mail as privileged during deposition, but did not ask for its return until a month later).

Given that Opposer cannot carry its burden to demonstrate that the Clawed Back Documents are privileged and that their disclosure meets the elements of Rule 502(b), the Board should issue an order requiring Opposer to reproduce the Clawed Back Documents to BGK. It should be further ordered to produce any other documents withheld based on similarly misguided privilege claims. At minimum, BGK requests that the Board order Opposer to produce the Clawed Back Documents for *in camera* inspection to assess the validity of Opposer’s privilege claims.

**IV. Opposer Should Be Ordered to Withdraw Its Federal Rule of Evidence 408 Objections and Produce All Document Withheld on That Basis.**

Opposer has improperly asserted Federal Rule of Evidence 408 objections in response to Interrogatories Nos. 9 and 10, RFAs Nos. 34 and 35, and RFPs No. 44. Rule 408 precludes admission of evidence of a party “furnishing, promising, or offering—or accepting, promising to

accept, or offering to accept—a valuable consideration in compromising or attempting to compromise [a] claim” where the evidence is introduced to “prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction[.]” But, “a party is not allowed to use Rule 408 as a screen for curtailing his adversary’s rights of discovery.” *See Morse/Diesel, Inc. v. Fid. and Deposit Co. of Md.*, 122 F.R.D. 447, 449 (S.D.N.Y. 1988).

Moreover, there is no “disputed claim” at issue here that could trigger Rule 408. “A dispute exists for Rule 408 purposes so long as there is an actual dispute or difference of opinion regarding a party’s **liability** for or the amount of the claim.” *Atmosphere Hosp. Mgmt., LLC v. Shiba Invs., Inc.*, 158 F. Supp. 3d 837, 844 (D. S.D. Jan. 29, 2016) (citation and internal quotation marks omitted) (emphasis added). This is an administrative trademark application proceeding. There is no liability at issue. Thus, there is simply no “disputed claim” to which the protections of Rule 408 could attach.

Even if Rule 408 did apply in this context (it does not), it would not preclude admission of the business conversations between Opposer and BGK. As discussed above, the meeting between Opposer and BGK after the filing of this Opposition did not involve settlement discussions, but rather Opposer’s business proposal to sell its entire business and trademark to BGK. Washington Decl., ¶¶ 3-5; Sandler Decl., Ex. B, at Response to RFAs No. 34. As such, Interrogatories Nos. 9 and 10, RFAs Nos. 34 and 35, and RFPs No. 44 seek information regarding this sales pitch and Opposer’s subsequent efforts to sell its business to BGK, not settlement communications.

Finally, Opposer asserted in its February 12, 2018 meet and confer letter that it did not withhold any nonprivileged documents based on Rule 408 objections. That representation is

plainly false. Opposer's counsel used a PowerPoint presentation during its sales pitch to BGK. Washington Decl., ¶ 4. At minimum, that PowerPoint presentation must be produced. Moreover, any communications with consultants or attorneys seeking business (rather than legal) advice about the sale of Opposer's business, notes or agendas to prepare for the meeting with BGK, or any other related documents should also be produced. Further, to the extent Opposer does possess any legitimate claim of privilege over such documents, it must provide a privilege log to substantiate that claim.

In light of the impropriety of Opposer's Rule 408 objections, BGK respectfully requests that the Board order Opposer to retract them and provide supplemental responses and documents to Interrogatories Nos. 9 and 10, RFAs Nos. 34 and 35, and RFPs No. 44.

### **CONCLUSION**

For the foregoing reasons, BGK respectfully requests that the Board issue an order compelling Opposer to, within thirty days of the Board's order: (1) serve amended responses to BGK's RFPs and produce relevant documents; (2) produce a privilege log to substantiate all claims of privilege; (3) amend and/or supplement its responses to BGK's Interrogatories; (4) reproduce the twelve Clawed Back Documents without any privilege objections; and (5) withdraw its improper Rule 408 objections and make any necessary supplemental responses or productions.

Dated: February 15, 2018

LATHAM & WATKINS LLP

By: /Laura R. Washington/  
Marvin S. Putnam (Bar No. 212839)  
*Marvin.Putnam@lw.com*  
Laura R. Washington (Bar No. 266775)  
*Laura.Washington@lw.com*  
10250 Constellation Boulevard, Suite 1100  
Los Angeles, California 90067  
Telephone: +1.424.653.5500  
*Attorneys for Applicant*  
*BGK Trademark Holdings, LLC*

**CERTIFICATE OF SERVICE**

I, Claudia Barberena, hereby certify that on February 15, 2018, I served a true and correct copy of the following:

- **MOTION TO COMPEL DISCOVERY RESPONSES;**
- **DECLARATION OF LAURA R. WASHINGTON IN SUPPORT OF MOTION TO COMPEL DISCOVERY RESPONSES;**
- **DECLARATION OF JONATHAN R. SANDLER IN SUPPORT OF MOTION TO COMPEL DISCOVERY RESPONSES;**
- **DECLARATION OF GREGORY W. SWARTZ IN SUPPORT OF MOTION TO COMPEL DISCOVERY RESPONSES; and**
- **MEET AND CONFER STATEMENT IN SUPPORT OF MOTION TO COMPEL DISCOVERY RESPONSES,**

by electronic mail upon:

Ryan E. Hatch, Esq.  
13323 W. Washington Blvd., Suite 100  
Los Angeles, CA 90066  
Telephone: (310) 435-6374  
Facsimile: (312) 693-5328  
Email: ryan@ryane hatch.com

*Counsel for Opposer*  
*Blue Ivy*

\_\_\_\_\_  
/s/ Claudia Barberena  
Claudia Barberena

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86883293: BLUE IVY CARTER  
Published in the Official Gazette of January 10, 2017 in all designated classes  
(International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Serial No. 86883293

Mark: **BLUE IVY CARTER**

**DECLARATION OF LAURA R. WASHINGTON IN SUPPORT OF MOTION TO  
COMPEL DISCOVERY RESPONSES**

I, Laura R. Washington, declare as follows:

1. I am an attorney with the law firm of Latham & Watkins LLP, which represents Applicant BGK Trademark Holdings, LLC (“BGK”) in the above-captioned action. The facts set forth below are based on my personal knowledge, including knowledge gained through my review of and familiarity with files and documents in this matter. If called as a witness in this action, I could and would testify competently thereto.

2. On May 10, 2017, Opposer Blue Ivy (“Opposer”) commenced the above-captioned action by filing its Notice of Opposition.

3. During the week of May 24, 2017, Opposer invited several of BGK’s representatives, including myself, to Opposer’s counsel’s office to listen to a business proposal. Specifically, Opposer proposed that BGK purchase Opposer’s business and trademark.

4. During the meeting, Opposer’s counsel showed a PowerPoint slideshow. The presentation advertised Opposer’s current event planning business and claimed that Opposer

could begin producing products and goods aligned with those in BGK's trademark application.

At the meeting, Opposer's counsel, Alan Sege, also gave a long speech about treating Opposer's Opposition as an opportunity for a business relationship rather than an adversarial proceeding.

Opposer's initial price for the proposed acquisition was \$10 million.

5. Ultimately, I informed Opposer and Opposer's counsel that BGK had no interest in purchasing Opposer's wedding planning business. Moreover, I also explained that there appeared to be no potential for consumer confusion between Opposer's brand and BGK's anticipated uses of the BLUE IVY CARTER mark.

6. On January 4, 2018, I sent an email to Ryan Hatch, counsel for Opposer, asking whether he would be available for a call to discuss deficiencies in Blue Ivy's document production and discovery responses, as well as Opposer's claw back of relevant non-privileged documents. He replied the same day asking for additional information regarding the claw backs.

7. On January 5, 2018, I responded to Mr. Hatch, providing additional information regarding BGK's position on the claw backs. I also expressly identified Opposer's responses that appeared to be incomplete or false. Specifically, I identified Objections and Responses to Applicant's First Set of Interrogatories to Opposer Blue Ivy numbers 3-5 and 9-13; Opposer's Objections and Responses to Applicant's First Set of Requests for A[d]mission to Opposer Blue Ivy numbers 36, 38, and 39; and Opposer's Objections and Responses to Applicant's First Set of Requests for Production to Opposer Blue Ivy numbers 2, 9, 11, 13, 14, 16, 18, 21-23, 36-35, 37-39, 42, 47-50, and 59. I also expressed concern about Opposer's improper Federal Rules of Evidence Rule 408 objections.

8. On January 8, 2018, I participated in a meet and confer call with Mr. Hatch and his colleague, Tara Klamrowski, regarding BGK's concerns with respect to discovery. I raised

the aforementioned deficiencies and issues with respect to Opposer's responses. After hearing BGK's position, Ms. Klamrowski indicated that she would provide a response at a later point.

9. On January 18, 2018, I sent an email to Ryan Hatch to inquire as to the status of Opposer's response to the issues raised during the January 8th call. Five days later, Ms. Klamrowski responded, stating she would provide a response to the issues raised on the January 8th meet and confer on Monday, January 30th. On January 30, 2018, she did not provide the promised response. Instead, she sent an email explaining that she was still working on responses to the issues BGK raised several weeks earlier.

10. On February 1, 2018, I emailed Ms. Klamrowski and asked when she expected to provide a response to the issues we raised in our January 8th meet and confer, and requested that Opposer provide a privilege log. She never responded to my email.

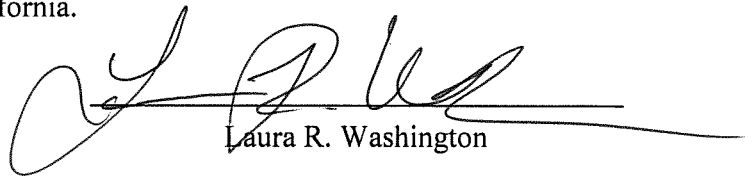
11. On February 9, 2018, I again emailed Ms. Klamrowski requesting that she provide a response to the issues BGK raised over a month ago regarding Opposer's discovery responses. A true and correct copy of my email exchange with Ms. Klamrowski from January 30th to February 9th is attached hereto as **Exhibit A**.

12. On February 12, 2018, Ms. Klamrowski finally responded in a letter. This letter indicated that Opposer disagreed with BGK's position and there were no deficiencies in Opposer's discovery responses. Among other things, the letter asserted that Opposer did not believe that it had waived the attorney client privilege by inadvertently producing privileged documents. The letter also asserted various objections or other opposition to providing supplemental responses to BGK's Requests for Production and Interrogatories. The letter did not address BGK's request for a privilege log. Opposer has never addressed BGK's request for a

privilege log. Opposer has also not supplemented any of its discovery responses. A true and correct copy of Ms. Klamrowski's February 12, 2018 letter is attached hereto as **Exhibit B**.

13. On February 15, 2018, I replied to the February 12th letter, indicating that, based on Opposer's responses, it appeared BGK and Opposer had reached an impasse. I also indicated that BGK would promptly file a motion to compel.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of February 2018 at Los Angeles, California.

A handwritten signature in black ink, appearing to read 'Laura R. Washington', is written over a horizontal line. The signature is stylized with large, flowing loops.

Laura R. Washington



# **Exhibit A to the Declaration of Laura Washington**

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**From:** Washington, Laura (CC)  
**Sent:** Friday, February 9, 2018 9:47 AM  
**To:** 'Tara Klamrowski' <[tara@alansege.com](mailto:tara@alansege.com)>  
**Cc:** 'Ryan Hatch' <[ryan@ryanehatch.com](mailto:ryan@ryanehatch.com)>; Putnam, Marvin (CC) <[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)>; Sandler, Jonathan (CC) <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)>; 'Alan Sege' <[alan@alansege.com](mailto:alan@alansege.com)>  
**Subject:** RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Tara,

Blue Ivy's failure to respond to the issues we raised in our January 8<sup>th</sup> meet and confer is extremely disappointing. On January 23<sup>rd</sup>—two weeks after our January 8<sup>th</sup> meet and confer regarding Blue Ivy's deficient discovery responses and production—you informed us that you would respond to the issues we raised on January 30, 2018. You then informed us on January 30<sup>th</sup>, that you were still working on responses and were unable to meet your deadline. Two days later, on February 1<sup>st</sup>, we sent you an email asking when you anticipated providing your responses to the issues we raised in the January 8<sup>th</sup> meet and confer, and also requested that you provide a privilege log, to the extent you still intended to withhold documents on the basis of privilege. You never responded to our request. It has now been over a month since we met and conferred regarding Blue Ivy's deficient discovery responses and production, and you still have not responded to the several issues we raised. If we do not receive a response by Monday, February 12<sup>th</sup>, we will have no choice but to move to compel.

Best,  
Laura

---

**From:** Washington, Laura (CC)  
**Sent:** Thursday, February 1, 2018 2:55 PM  
**To:** 'Tara Klamrowski' <[tara@alansege.com](mailto:tara@alansege.com)>  
**Cc:** Ryan Hatch <[ryan@ryanehatch.com](mailto:ryan@ryanehatch.com)>; Putnam, Marvin (CC) <[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)>; Sandler, Jonathan (CC) <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)>; Alan Sege <[alan@alansege.com](mailto:alan@alansege.com)>  
**Subject:** RE: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Tara,

When do you expect to provide us with your response to the issues we raised in our January 8<sup>th</sup> meet and confer? Also, given the clawback issues we identified in our meet and confer, when can you provide us with a privilege log?

Last, we intend to take the deposition of Veronica Morales. We assume that this deposition will need to take place in Boston, given it is our understanding that Ms. Morales resides there. Please let us know her availability in February and March for a deposition in Boston.

Best,  
Laura

**Laura R. Washington**

**LATHAM & WATKINS LLP**

10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067  
D: +1.424.653.5578

**From:** Tara Klamrowski [<mailto:tara@alansege.com>]

**Sent:** Tuesday, January 30, 2018 3:33 PM

**To:** Washington, Laura (CC) <[Laura.Washington@lw.com](mailto:Laura.Washington@lw.com)>

**Cc:** Ryan Hatch <[ryan@ryanehatch.com](mailto:ryan@ryanehatch.com)>; Putnam, Marvin (CC) <[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)>; Sandler, Jonathan (CC) <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)>; Alan Sege <[alan@alansege.com](mailto:alan@alansege.com)>

**Subject:** Re: Blue Ivy v. BGK Trademark Holdings LLC - Opposition No.: 91234467

Dear Laura,

I am sorry I haven't gotten back to you— I am still working on our response to the issues you raised in our Jan. 8th meet and confer.

Best,

**Tara Klamrowski, Esq.**

The Sege Law Practice  
13323 W Washington Blvd., Suite 100  
Los Angeles, CA 90066

[tara@alansege.com](mailto:tara@alansege.com) | o: 310.279.5077 | c: 310.570.6058

# **Exhibit B to the Declaration of Laura Washington**

February 12, 2018

**VIA EMAIL**

Laura Washington  
Counsel for BGK Trademark Holdings, LLC  
Latham & Watkins LLP  
10250 Constellation Blvd., Suite 1100  
Los Angeles, CA 90067  
laura.washington@lw.com

**Re:** Issues Raised in January 8, 2018 Meet and Confer

Dear Ms. Washington:

You have alleged that Opposer's ("Blue Ivy") document production, discovery responses, and objections are deficient. Blue Ivy disagrees that there is any deficiency, disagrees with your characterization of these issues, and responds as follows.

**1. *Inadvertently Produced Privileged Documents***

You raised an issue with regard to inadvertently produced privileged documents and the claw back provision of FRCP Rule 26, stating that it was your position that "multiple (if not all) of those documents were not privileged in the first instance, and that Blue Ivy waived any privilege claim it may have had through its production of them."

Under FRE Rule 26(b)(5)(B), you, as the receiving party who has been notified of the inadvertent disclosure of privileged information, are required to "promptly return, sequester, or destroy the specified information and any copies [you have]." Additionally, under FRE 502(b), when a privileged document is accidentally disclosed, the disclosure will not act as a waiver of privilege if "(a) the disclosure was inadvertent, (b) the holder of the privilege or protection took reasonable steps to prevent disclosure, and (c) the holder promptly took reasonable steps to rectify the error, including following [FRCP] 26(b)(5)(B)."

The documents identified in Attachment A are privileged and, were inadvertently produced. We took reasonable steps to prevent this disclosure, and followed the notification provisions of Rule 26(b)(5)(B). When Jonathan Sandler first alerted us to the presence of privileged documents in our production, we reviewed and determined the documents were under the attorney client privilege. Additionally, we sent you the attached spreadsheet, identifying each document that was privileged. Therefore, our inadvertent production of these privileged documents did not waive any claim of privilege.

Because you were notified and because Blue Ivy did not waive its privilege, you must comply with Rule 26 and destroy your copies of the privileged information. Please confirm that you have done so.

## **2. *Discovery Responses***

You also raised issues with respect to Blue Ivy's discovery responses, which we address individually below.

### **a. *Requests for Production***

You stated that many of Blue Ivy's Responses to your Requests for Production, were relevant to the website <https://shop.spreadshirt.com/blueivy/>, which you characterized as an online store. We can confirm there are no responsive, non-privileged documents that address this topic.

Another issue you raised was a lack of documents in Blue Ivy's production that show "how much money our client is making," pursuant to Requests 18, 27 and 28. The information you seek is not reasonably calculated to lead to admissible evidence on the ultimate issues of BGK's lack of bona fide intent to use the BLUE IVY CARTER mark in commerce, likelihood of confusion between the BLUE IVY mark and the BLUE IVY CARTER mark, and the misrepresentations BGK made to the USPTO.

Moreover, any relevance this information has is outweighed by Blue Ivy's privacy rights. Ms. Morales operates the Blue Ivy business as a sole proprietorship. The financial records (e.g. tax returns) of the Blue Ivy business are Ms. Morales's and her family's own personal tax returns. Ms. Morales reports the income of the Blue Ivy business through her personal tax return. Financial records of the Blue Ivy business are inextricably tied with any sort of private information of Ms. Morales and her family including medical records and expenses and any other personal information. Thus, production of this information is unnecessary and a violation of Ms. Morales' right to privacy of her personal financial information.

The third issue you raised with respect to Blue Ivy's production is that it does not contain responsive documents for many of your requests. We would like to remind you that in Blue Ivy's responses, Blue Ivy stated that discovery is ongoing, and she reserves the right to produce documents and supplement or modify her responses in the future. Any responsive documents you believe to be absent from are production either: (i) do not exist, (ii) are as yet not collected, or (iii) are privileged.

### **b. *Interrogatories***

You stated that a number of Blue Ivy's responses to your Interrogatories were deficient. With respect to Blue Ivy's response to Interrogatory 3, you stated that other individuals were responsible for marketing besides Veronica Morales, whom we identified as the sole person responsible. Blue Ivy (Ms. Morales) maintains that Ms. Morales is the sole

individual responsible for Blue Ivy's marketing. The documents that we believe you are referring to—Bates Nos. BLUE\_IVY000519-000521—merely show introductory conversations with firms and agencies about the possibility of branding or PR work. Ms. Morales is the only individual who is actually involved in branding in her Blue Ivy business.

With respect to Blue Ivy's response to Interrogatory 5, we reiterate our objection in Section 2(a) that the financial information being sought is not reasonably calculated to lead to the discovery of admissible evidence, and that any relevance it may have is outweighed by Ms. Morales' privacy rights.

With respect to Blue Ivy's response to Interrogatory 11, you stated that the only goods you saw marketed and used in our production were in connection with International Class 16. We disagree of your characterization of Blue Ivy's response. Blue Ivy stated in her response that:

*[It] has not yet been able to expand fully into [these areas] beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used good and services in these categories as reflected in its document production.*

Blue Ivy's response is accurate and reflective of its document production. We would like to direct you to Bates Nos. BLUE\_IVY000561, BLUE\_IVY000574, BLUE\_IVY000575, BLUE\_IVY000576, BLUE\_IVY000579, BLUE\_IVY000580, BLUE\_IVY000584, BLUE\_IVY000611, BLUE\_IVY000731, BLUE\_IVY000732, and BLUE\_IVY000743 for examples of Blue Ivy's uses in the other International Classes identified in Interrogatory 11.

Blue Ivy intends to protect the future expansion of its business to the maximum extent permitted under the law. In fact, the expansion of the business into other verticals was the catalyst for Blue Ivy filing for trademark protection in the first place.

With respect to Interrogatories 4, 12 and 13, you stated that Blue Ivy's responses did not contain information on her "Spreadshirt Store." We will provide you with any responsive, non-privileged information in its possession that relates to that URL.

### **3. FRE 408 Objections**

You raised additional issues with Blue Ivy's objections to your requests under Federal Rule of Evidence 408, stating that this objection only applies to the admissibility of evidence at trial and to issue of liability. While we disagree with your characterization of Rule 408 and its applicability, we can confirm that no non-privileged documents were withheld on the basis of FRE 408.

In addition to the foregoing, the responsive information that you are seeking in these requests is already in your possession, as it was presented to you during the Parties meet and confer on May 18, 2017.

Opposer reserves all rights with respect to these issues. Please do not hesitate to contact me if you wish to discuss these issues further.

Best,

A handwritten signature in black ink, appearing to read 'Tara Klamrowski', with a stylized, cursive script.

Tara Klamrowski



## Attachment A

Bates No.	Status
BLUE_IVY000479	Previously Identified by L&W
BLUE_IVY000480	
BLUE_IVY000481	
BLUE_IVY000499	Previously Identified by L&W
BLUE_IVY000501	
BLUE_IVY000502	
BLUE_IVY000503	Previously Identified by L&W
BLUE_IVY000505	
BLUE_IVY000506	
BLUE_IVY000507	
BLUE_IVY000508	
BLUE_IVY000509	
BLUE_IVY000513	
BLUE_IVY000514	
BLUE_IVY000515	
BLUE_IVY000516	
BLUE_IVY000517	
BLUE_IVY000523	
BLUE_IVY000524	Previously Identified by L&W
BLUE_IVY000530	
BLUE_IVY000532	
BLUE_IVY000533	Previously Identified by L&W
BLUE_IVY000534	
BLUE_IVY000537	
BLUE_IVY000538	Previously Identified by L&W
BLUE_IVY000539	
BLUE_IVY000564	
BLUE_IVY000565	Previously Identified by L&W
BLUE_IVY000566	
BLUE_IVY000567	

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86883293: BLUE IVY CARTER  
Published in the Official Gazette of January 10, 2017 in all designated classes  
(International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Serial No. 86883293

Mark: **BLUE IVY CARTER**

**DECLARATION OF JONATHAN R. SANDLER IN SUPPORT OF MOTION TO  
COMPEL DISCOVERY RESPONSES**

I, Jonathan R. Sandler, declare as follows:

1. I am an attorney with the law firm of Latham & Watkins LLP, which represents Applicant BGK Trademark Holdings, LLC (“BGK”) in the above-captioned action. The facts set forth below are based on my personal knowledge, including knowledge gained through my review of and familiarity with files and documents in this matter. If called as a witness in this action, I could and would testify competently thereto.

2. On May 10, 2017, Opposer Blue Ivy (“Opposer”) commenced the above-captioned action by filing its Notice of Opposition.

3. On May 17, 2017, without meaningfully meeting and conferring, Opposer filed a Motion for Leave to Take Limited Early Discovery related to Jonathan T. Schwartz. At the time of Opposer’s filing, BGK had not yet filed its answer and had not made its initial disclosures.

4. A true and correct copy of a declaration by Jonathan T. Schwartz, executed June 25, 2017, is attached hereto as **Exhibit A**.

5. During the week of May 24, 2017, Opposer invited several of BGK's representatives, including myself, to Opposer's outside counsel's office to listen to a business proposal. Specifically, Opposer proposed that BGK purchase Opposer's business and trademark.

6. During the meeting, Opposer's counsel showed a PowerPoint slideshow. The presentation advertised Opposer's current event planning business and claimed that Opposer could begin producing products and goods aligned with those in BGK's trademark application. At the meeting, Opposer also gave a long speech about treating Opposer's Opposition as an opportunity for a business relationship rather than an adversarial proceeding. Opposer's initial price for the proposed acquisition was \$10 million.

7. On July 20, 2017, Opposer's counsel served discovery requests on BGK: Blue Ivy's First Requests for Production of Documents and Things to BGK Trademark Holdings, LLC; Blue Ivy's First Interrogatories to BGK Trademark Holdings, LLC; and Notice of Deposition of Beyoncé Giselle Knowles-Carter. The same day, Opposer attempted to serve on counsel for BGK a subpoena for non-party Shawn Corey Carter, Mrs. Carter's husband.

8. On July 24, 2017, Opposer served Blue Ivy's Second Interrogatories to BGK Trademark Holdings, LLC.

9. On August 21, 2017, my office served Opposer with: (1) Applicant's First Set of Interrogatories to Opposer Blue Ivy (the "Interrogatories"), a true and correct copy of which is attached hereto as **Exhibit B**; (2) Applicant's First Set of Requests for Admission to Opposer Blue Ivy (the "RFAs"), a true and correct copy of which is attached hereto as **Exhibit C**; and (3) Applicant's First Set of Requests for Production of Documents to Opposer Blue Ivy (the "RFPs", and collectively with the Interrogatories and the RFAs, the "Discovery Requests"), a true and correct copy of which is attached hereto as **Exhibit D**.

10. On September 20, 2017, Opposer provided responses to the Discovery Requests. A true and correct copy of Opposer's Objections and Responses to Applicant's First Set of Interrogatories to Opposer Blue Ivy is attached hereto as **Exhibit E**. A true and correct copy of Opposer's Objections and Responses to Applicant's First Set of Requests for A[d]mission to Opposer Blue Ivy is attached hereto as **Exhibit F**. A true and correct copy of Opposer's Objections and Responses to Applicant's First Set of Requests for Production to Opposer Blue Ivy is attached hereto as **Exhibit G**.

11. On September 22, 2017, Opposer provided a verification for its Objections and Responses to Applicant's First Set of Interrogatories to Opposer Blue Ivy. A true and correct copy of this verification is attached hereto as **Exhibit H**.

12. During my firm's review of the documents produced by Opposer, my colleague, Gregory Swartz, informed me that a document, identified as BLUE\_IVY000479, was potentially subject to the attorney-client privilege. Consistent with ethical obligations, I instructed my colleague to cease review of that document and to segregate it from the rest of the document production.

13. I then sent Ryan Hatch, counsel for Opposer, an email explaining that my colleague had identified the document starting with Bates number BLUE\_IVY000479 as a potentially privileged document. Mr. Hatch wrote back the same day and indicated that Opposer believed the document was privileged and should be deleted. Later that day, I replied to Mr. Hatch to confirm that my firm deleted the identified document. A true and correct copy of the October 9, 2017 email exchange between Mr. Hatch and me is attached hereto as **Exhibit I**.

14. As my colleague continued his review of Opposer's production, he encountered additional documents that he believed might be subject to the attorney-client privilege. Out of an

abundance of caution and consistent with my ethical obligations, I brought these documents to Mr. Hatch's attention in a series of emails:

a. On October 11, 2017, I sent Mr. Hatch an email identifying BLUE\_IVY000532, BLUE\_IVY000539, BLUE\_IVY000499, and BLUE\_IVY000537 as being potentially privileged documents. Mr. Hatch responded that the identified pages were privileged and should be deleted. In accordance with our ethical obligations, I coordinated the deletion of the identified documents and notified Mr. Hatch when deletion was complete. A true and correct copy of my October 11, 2017 email exchange with Mr. Hatch is attached hereto as **Exhibit J**.

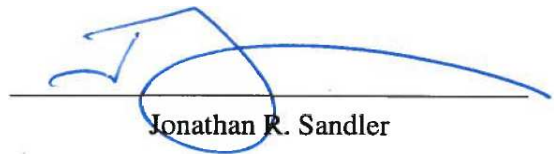
b. On October 16, 2017, I sent Mr. Hatch an email identifying BLUE\_IVY000523, BLUE\_IVY000505, and BLUE\_IVY000564 as being potentially privileged documents. The following day, Mr. Hatch responded that he believed the identified documents were privileged and should be deleted. I again coordinated deletion of the identified documents and notified Mr. Hatch once the deletion was complete. A true and correct copy of my October 16 and 17, 2017 email exchange with Mr. Hatch is attached hereto as **Exhibit K**.

c. On October 19, 2017, I sent Mr. Hatch an email identifying BLUE\_IVY000501 as being a potentially privileged document. The same day, Mr. Hatch responded that the identified page was privileged and stated: "Please hold off on your review so we can verify whether any other privileged docs were produced." I coordinated the deletion of the document, and sent an email confirming that the document had been deleted. A true and correct copy of my October 19, 2017 email exchange with Mr. Hatch is attached hereto as **Exhibit L**.

15. On October 24, 2017, Tara Klamrowski, counsel for Opposer, sent me an email attaching an Excel spreadsheet and stating: “The documents identified in the attached spreadsheet were inadvertently produced and need to be deleted from your records.” A true and correct copy of Ms. Klamrowski’s email and spreadsheet are attached hereto as **Exhibit M**. The spreadsheet identified the documents already identified and deleted, as well as three new documents: BLUE\_IVY000513, BLUE\_IVY000516, and BLUE\_IVY000530.

16. On October 25, 2017, I responded to Ms. Klamrowski, confirming that we had deleted the documents identified in her spreadsheet. A true and correct copy of my October 25, 2017 email to Ms. Klamrowski is attached hereto as **Exhibit N**. Ms. Klamrowski did not respond to my October 25, 2017 email.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of February 2018 at Los Angeles, California.



Jonathan R. Sandler

Exhibit A to the Declaration of Jonathan  
R. Sandler

**DECLARATION OF JONATHAN TODD SCHWARTZ**

I, Jonathan Todd Schwartz, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am over the age of twenty-one. I make this declaration based on my own personal knowledge and if called as a witness, I could and would testify competently to the matters set forth herein.
2. On or around Feb 2000, I joined GSO Management, LLC ("GSO") as a senior accountant and business manager. After a few years, I was promoted to partner. I left GSO on May 9, 2016.
3. I did not take any documents, emails, client files or other work-related materials with me when I left GSO. As such, I have no such materials in my possession, custody, or control.
4. In my role at GSO, I provided a wide range of services to individual and business clients. One such client was the artist Beyoncé Knowles-Carter, who became a client in or around 2013. I performed services for Ms. Knowles-Carter until I left GSO in May 2016. I understand that GSO partner Michael Oppenheim has performed business services for Ms. Knowles-Carter after I left.
5. Ms. Knowles-Carter formed an entity named BGK Trademark Holdings, LLC ("BGK"), through which she filed trademark applications. I served as the Executive Vice President of BGK and in that capacity handled business affairs accordingly. I often spoke with Ms. Knowles-Carter about my work for her and documents that I was to execute under power of attorney.
6. On June 21, 2017, I was served with a subpoena in the matter of *Blue Ivy v. BGK Trademark Holdings, LLC*, TTAB Opp. No. 91234467 (the "Subpoena"). A true and correct copy of the subpoena is attached hereto as Exhibit A.



7. The Subpoena requests production of "Documents" and "Communications" encompassing six categories, as listed on its Attachment 1.

8. There are no "Documents" or "Communications" (as those terms are defined in the Subpoena) in my possession, custody or control that are responsive to any of the requests set forth in Attachment 1 of the subpoena.

9. I received with the Subpoena Exhibit A, which I understand to be BGK's Trademark Application Serial Number 86883293 (the "BGK Trademark Application").

10. The BGK Trademark Application includes a "Declaration" dated January 19, 2016, which I signed. I would not have signed the Declaration without authorization. In this specific instance, I do not recall if the authorization came from Ms. Knowles-Carter or one of her representatives.


11. I do not recall any "Documents" (as that term is defined in the Subpoena) showing or relating to any intent to use the mark BLUE IVY CARTER on any goods and services, either before, on or after January 22, 2016.

12. Likewise, I do not recall any "Communications" (as that term is defined in the Subpoena, and encompassing oral and written communications) showing any intent to use the mark BLUE IVY CARTER on any goods and services, either before, on or after January 22, 2016.

13. I declare under the penalty of perjury that the foregoing is true and correct.

Executed this day of June 25, 2017 at Westlake Village, CA

By:

  
Jonathan Todd Schwartz

# **EXHIBIT A**

## UNITED STATES DISTRICT COURT

for the  
Central District of California

BLUE IVY

*Plaintiff*

v.

BGK TRADEMARK HOLDINGS, LLC

*Defendant*

Civil Action No. TTAB Opp. No. 91234467

## SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Jonathan Todd Schwartz

*(Name of person to whom this subpoena is directed)*

☒ **Testimony:** **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about the following matters, or those set forth in an attachment:

Place: Law Office of Ryan E. Hatch, PC  
13323 Washington Blvd., Suite 100  
Los Angeles, CA 90066

Date and Time:  
06/30/2017 9:00 am

The deposition will be recorded by this method: Stenographic, and audio/videorecording.

☒ **Production:** You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See Attachment 1.

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/21/2017

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*

*Ryan E. Hatch*  
*Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Plaintiff/Opposer  
Blue Ivy, who issues or requests this subpoena, are:

Ryan E. Hatch, 13323 Washington Blvd., Suite 100, Los Angeles, CA 90066, ryan@ryane hatch.com, 310-279-5076.

**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. TTAB Opp. No. 91234467

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named individual as follows: \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:



**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

1 **ATTACHMENT 1**

2 **DEFINITIONS**

- 3
- 4 1. “Application Date” means January 22, 2016.
- 5 2. “BGK” means BGK Trademark Holdings, LLC.
- 6 3. “BGK Trademark Application” means the Trademark Application
- 7 Serial Number 86883293 attached hereto as Exhibit A.
- 8 4. “Communication” and “Communications” includes any record of any
- 9 communication, including but not limited to electronic messages, email, attachments
- 10 to electronic messages, letters, written correspondence, written communication,
- 11 notes, and summaries of any telephonic or other verbal or non-verbal
- 12 communications.
- 13 5. “Document” and “Documents” includes all originals and copies,
- 14 duplicates, drafts, and recordings of any written, graphic, or otherwise recorded
- 15 matter, however produced, reproduced, or stored, including discussions,
- 16 conferences, conversations, negotiations, agreements, meetings, interviews,
- 17 telephone conversations, letters, correspondence, notes, telegrams, facsimiles, e-
- 18 mail, memoranda, documents, writings, and Communications (as defined herein).
- 19 6. “Knowles-Carter” means the individual person Beyonce Knowles-
- 20 Carter, who is the owner and member of the entity known as BGK Trademark
- 21 Holdings, LLC.

22 **DOCUMENTS**

- 23 1. All Documents and Communications relating to your responsibilities
- 24 and duties as Executive Vice President at BGK.
- 25 2. All Documents and Communications relating any intent to use the mark
- 26 BLUE IVY CARTER on any goods and services as of the Application Date.
- 27 3. All Communications with Knowles-Carter relating to an intent to use
- 28 the mark BLUE IVY CARTER on any goods and services.

1           4.     All Documents and Communications relating to the BGK Trademark  
2 Application.

3           5.     All Documents and Communications relating to the Declaration  
4 submitted with the BGK Trademark Application.

5           6.     All Documents and Communications relating to BGK's bona fide  
6 intention to use the BLUE IVY CARTER mark in commerce on or in connection  
7 with the identified goods and services in the BGK Trademark Application,  
8 comprising the goods and services identified under International Classes 003, 006,  
9 009, 010, 012, 016, 018, 020, 021, 024, 026, 028, 035, and 041.

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## **EXHIBIT A**



## Trademark/Service Mark Application, Principal Register

Serial Number: 86883293

Filing Date: 01/22/2016

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	86883293
MARK INFORMATION	
*MARK	<a href="#">BLUE IVY CARTER</a>
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	BLUE IVY CARTER
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	BGK Trademark Holdings, LLC
INTERNAL ADDRESS	c/o GSO Business Management, LLC
*STREET	15260 Ventura Blvd., Suite 2100
*CITY	Sherman Oaks
*STATE (Required for U.S. applicants)	California
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants)	91403
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Delaware
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	003
*IDENTIFICATION	Fragrances, cosmetics, skin care products, namely, non-medicated skin care preparations, non-medicated skin care creams and lotions, namely, body cream, hand cream, skin lotion, body lotions, skin moisturizers, skin emollient, skin cleansing creams, skin cleansing lotions, all for adults and infants; hair care products, namely, non-medicated hair care preparations, non-medicated hair gel, shampoo, conditioner, hair mousse, hair oils, hair pomades, hair spray.
FILING BASIS	SECTION 1(b)
INTERNATIONAL CLASS	006

<b>*IDENTIFICATION</b>	Metal key chains and metal key rings.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	009
<b>*IDENTIFICATION</b>	DVDs, CDs, and audio and visual sound recordings featuring musical performances; musical sound recordings; computer application software for mobile phones, portable media players, and handheld computers for use in downloading music, ring tones and video games; handheld and mobile digital electronic devices, namely, tablet PCs, cellular phones, laptops, portable media players, handheld computers; cases and covers for mobile phones and mobile digital electronic devices, namely, laptops, cell phones, radio pagers, mobile computers; downloadable web-based application software in the nature of a mobile application downloadable to handheld and mobile digital electronic devices for use in downloading music, ring tones and video games; decorative magnets, eyewear, eyeglass cases; computer bags; graduated glassware.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	010
<b>*IDENTIFICATION</b>	Baby teething rings.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	012
<b>*IDENTIFICATION</b>	Baby carriages, baby strollers.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	016
<b>*IDENTIFICATION</b>	Books in the field of music, motion pictures, musical performers; photographs; posters; baby books; stickers; print materials, namely, art prints, color prints, concert programs, calendars, pens, post cards; gift bags; paper flags; trading cards; paper baby bibs.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	018
<b>*IDENTIFICATION</b>	Bags, namely, tote bags, beach bags, handbags, diaper bags, baby carriers worn on the body, pouch baby carriers, luggage; small leather goods, namely, leather cases, leather bags and wallets, leather purses, leather billfolds, leather key chains, leather key cases.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	020
<b>*IDENTIFICATION</b>	Plastic key chains and plastic key rings; small leather goods, namely, leather picture frames, leather key fobs, and leather key holders; plastic flags; vinyl banners, baby bouncers, baby changing mats, baby changing tables, high chairs for babies, playpens for babies.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	021
<b>*IDENTIFICATION</b>	Mugs; beverage glassware; plastic water bottles sold empty; hair accessories, namely, hair combs; baby bathtubs; drinking cups for babies.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	024
	Banners of cloth, nylon; flags, namely, cloth flags, nylon flags; towels; baby

<b>*IDENTIFICATION</b>	bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets; baby blankets.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	026
<b>*IDENTIFICATION</b>	Hair accessories, namely, hair ties, hair scrunchies, barrettes, hair bands, hair bows, hair clips, hair pins, hair ribbons, ponytail holders; novelty button; hair accessories, namely, electric hair-curlers, other than hand implements.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	028
<b>*IDENTIFICATION</b>	Playing cards, balls, namely, basketballs, baseballs, footballs, kick balls, rubber balls, beach balls, golf balls, hand balls, tennis balls, racquet balls, soccer balls, sport balls; dolls, baby multiple activity toys, baby rattles, baby teething rings, baby swings.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	035
<b>*IDENTIFICATION</b>	Product merchandising; online retail store services featuring music, musical recordings, motion pictures, clothing and clothing accessories, novelty items; Entertainment marketing services, namely, marketing, promotion and advertising for recording and performing artists.
<b>FILING BASIS</b>	SECTION 1(b)
<b>INTERNATIONAL CLASS</b>	041
<b>*IDENTIFICATION</b>	Entertainment services, namely, providing online video games, dance events by a recording artist, multimedia production services; Entertainment services in the nature of live musical performances; production of motion picture films, fan clubs.
<b>FILING BASIS</b>	SECTION 1(b)
<b>ADDITIONAL STATEMENTS SECTION</b>	
<b>MISCELLANEOUS STATEMENT</b>	The name "BLUE IVY CARTER" identifies a living individual whose consent is of record.
<b>ATTORNEY INFORMATION</b>	
<b>NAME</b>	Brad D. Rose, Esq.
<b>ATTORNEY DOCKET NUMBER</b>	20003.00007
<b>FIRM NAME</b>	Pryor Cashman LLP
<b>STREET</b>	7 Times Square
<b>CITY</b>	New York
<b>STATE</b>	New York
<b>COUNTRY</b>	United States
<b>ZIP/POSTAL CODE</b>	10036-6569
<b>PHONE</b>	212 326 0875
<b>FAX</b>	212 798 6369
<b>EMAIL ADDRESS</b>	tle@pryorcashman.com
<b>AUTHORIZED TO COMMUNICATE VIA EMAIL</b>	Yes
<b>OTHER APPOINTED ATTORNEY</b>	Teresa Lee, Dyan Finguerra-DuCharme, Philippe Zylberg, and Muzamil Huq

<b>CORRESPONDENCE INFORMATION</b>	
NAME	Brad D. Rose, Esq.
FIRM NAME	Pryor Cashman LLP
STREET	7 Times Square
CITY	New York
STATE	New York
COUNTRY	United States
ZIP/POSTAL CODE	10036-6569
PHONE	212 326 0875
FAX	212 798 6369
*EMAIL ADDRESS	tle@pryorcashman.com;tmdocketing@pryorcashman.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
<b>FEE INFORMATION</b>	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	14
FEE PER CLASS	275
*TOTAL FEE DUE	3850
*TOTAL FEE PAID	3850
<b>SIGNATURE INFORMATION</b>	
ORIGINAL PDF FILE	<a href="#">hw_389416710-101841125_ Jonathan_Schwartz_itu.pdf</a>
CONVERTED PDF FILE(S) (1 page)	<a href="#">\\TICRS\EXPORT16\IMAGEOUT16\868\832\86883293\xml1\RFA0003.JPG</a>
SIGNATORY'S NAME	Jonathan Schwartz
SIGNATORY'S POSITION	Executive Vice President

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## Trademark/Service Mark Application, Principal Register

**Serial Number: 86883293**

**Filing Date: 01/22/2016**

### To the Commissioner for Trademarks:

**MARK:** BLUE IVY CARTER (Standard Characters, see below )

The literal element of the mark consists of BLUE IVY CARTER.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, BGK Trademark Holdings, LLC, a limited liability company legally organized under the laws of Delaware, having an address of  
c/o GSO Business Management, LLC  
15260 Ventura Blvd., Suite 2100  
Sherman Oaks, California 91403  
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 003: Fragrances, cosmetics, skin care products, namely, non-medicated skin care preparations, non-medicated skin care creams and lotions, namely, body cream, hand cream, skin lotion, body lotions, skin moisturizers, skin emollient, skin cleansing creams, skin cleansing lotions, all for adults and infants; hair care products, namely, non-medicated hair care preparations, non-medicated hair gel, shampoo, conditioner, hair mousse, hair oils, hair pomades, hair spray.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 006: Metal key chains and metal key rings.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 009: DVDs, CDs, and audio and visual sound recordings featuring musical performances; musical sound recordings; computer application software for mobile phones, portable media players, and handheld computers for use in downloading music, ring tones and video games; handheld and mobile digital electronic devices, namely, tablet PCs, cellular phones, laptops, portable media players, handheld computers; cases and covers for mobile phones and mobile digital electronic devices, namely, laptops, cell phones, radio pagers, mobile computers; downloadable web-based application software in the nature of a mobile application downloadable to handheld and mobile digital electronic devices for use in downloading music, ring tones and video games; decorative magnets, eyewear, eyeglass cases; computer bags; graduated glassware.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 010: Baby teething rings.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 012: Baby carriages, baby strollers.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 016: Books in the field of music, motion pictures, musical performers; photographs; posters; baby books; stickers; print materials, namely, art prints, color prints, concert programs, calendars, pens, post cards; gift bags; paper flags; trading cards; paper baby bibs.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 018: Bags, namely, tote bags, beach bags, handbags, diaper bags, baby carriers worn on the body, pouch baby carriers,

luggage; small leather goods, namely, leather cases, leather bags and wallets, leather purses, leather billfolds, leather key chains, leather key cases.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 020: Plastic key chains and plastic key rings; small leather goods, namely, leather picture frames, leather key fobs, and leather key holders; plastic flags; vinyl banners, baby bouncers, baby changing mats, baby changing tables, high chairs for babies, playpens for babies.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 021: Mugs; beverage glassware; plastic water bottles sold empty; hair accessories, namely, hair combs; baby bathtubs; drinking cups for babies.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 024: Banners of cloth, nylon; flags, namely, cloth flags, nylon flags; towels; baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets; baby blankets.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 026: Hair accessories, namely, hair ties, hair scrunchies, barrettes, hair bands, hair bows, hair clips, hair pins, hair ribbons, ponytail holders; novelty button; hair accessories, namely, electric hair-curlers, other than hand implements.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 028: Playing cards, balls, namely, basketballs, baseballs, footballs, kick balls, rubber balls, beach balls, golf balls, hand balls, tennis balls, racquet balls, soccer balls, sport balls; dolls, baby multiple activity toys, baby rattles, baby teething rings, baby swings.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 035: Product merchandising; online retail store services featuring music, musical recordings, motion pictures, clothing and clothing accessories, novelty items; Entertainment marketing services, namely, marketing, promotion and advertising for recording and performing artists.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

International Class 041: Entertainment services, namely, providing online video games, dance events by a recording artist, multimedia production services; Entertainment services in the nature of live musical performances; production of motion picture films, fan clubs.

Intent to Use: The applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the identified goods/services.

#### **Miscellaneous Statement**

The name "BLUE IVY CARTER" identifies a living individual whose consent is of record.

The applicant's current Attorney Information:

Brad D. Rose, Esq. and Teresa Lee, Dyan Finguerra-DuCharme, Philippe Zylberg, and Muzamil Huq of Pryor Cashman LLP 7 Times Square

New York, New York 10036-6569

United States

212 326 0875(phone)

212 798 6369(fax)

tlee@pryorcashman.com (authorized)

The attorney docket/reference number is 20003.00007.

The applicant's current Correspondence Information:

Brad D. Rose, Esq.

Pryor Cashman LLP

7 Times Square

New York, New York 10036-6569

212 326 0875(phone)

212 798 6369(fax)

tle@pryorcashman.com;tmdocketing@pryorcashman.com (authorized)

**E-mail Authorization:** I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or applicant's attorney at the e-mail address provided above. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in an additional processing fee of \$50 per international class of goods/services.

A fee payment in the amount of \$3850 has been submitted with the application, representing payment for 14 class(es).

#### **Declaration**

The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

#### **Declaration Signature**

Signature: Not Provided Date: Not Provided

Signatory's Name: Jonathan Schwartz

Signatory's Position: Executive Vice President

RAM Sale Number: 86883293

RAM Accounting Date: 01/25/2016

Serial Number: 86883293

Internet Transmission Date: Fri Jan 22 11:06:58 EST 2016

TEAS Stamp: USPTO/BAS-XX.XX.XXX.XX-20160122110658666

832-86883293-5509a227d6ebdce0fdcf76669d5

8929e1697b55d667c53459d7fcc98448e2cab8-D

A-430-20160122101841125826

BLUE IVY CARTER



# **DECLARATION**

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that she is properly authorized to execute this application on behalf of Applicant; she believes Applicant to be the owner of the Mark sought to be registered, or, if the application is being filed under 15 U.S.C. 1051(b), she believes Applicant to be entitled to use such Mark in commerce; to the best of her knowledge and belief no other person, firm, corporation, or association, has the right to use the above-identified Mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods and services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of her own knowledge are true and all statements made on information and belief are believed to be true.

**BGK TRADEMARK HOLDINGS, LLC**

Dated: Jan 19, 2016

By: \_\_\_\_\_

~~Jonathan Schwartz~~  
Executive Vice President

Exhibit B to the Declaration of Jonathan  
R. Sandler

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86/883,293: BLUE IVY  
CARTER Published in the Official Gazette of January 10, 2017 in all designated  
classes (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Mark: **BLUE IVY CARTER**

**APPLICANT’S FIRST SET OF INTERROGATORIES TO OPPOSER BLUE IVY**

PROPOUNDING PARTY: **BGK Trademark Holdings, LLC**

RESPONDING PARTY: **Blue Ivy**

SET NUMBER: **One (1)**

Applicant, BGK Trademark Holdings, LLC, pursuant to Rule 33 of the Federal Rules of Civil Procedure and 37 C.F.R. section 2.120, hereby serves its first set of interrogatories on opposer, Blue Ivy, and requests that you provide appropriate written responses (“RESPONSES”) to the below interrogatories (the “INTERROGATORIES”) separately and fully, in writing, under oath, furnishing all such information as is available to it within thirty (30) days of service hereof at the offices of Applicant’s attorneys, Latham & Watkins LLP, Attn: Laura Washington, 10250 Constellation Blvd., Suite 1100, Los Angeles, California 90067.

**DEFINITIONS**

1. “OPPOSER,” “YOU,” and “YOUR” shall mean Blue Ivy, Veronica Morales, and both of their respective attorneys, attorneys-in-fact, agents, representatives, officers, board

members, employees, guardians, insurance companies, servants, accountants, investigators, successors, predecessors, assigns, and anyone else acting on their behalf or subject to their CONTROL.

2. “APPLICANT” shall mean BGK Trademark Holdings, LLC.

3. “BLUE IVY CARTER MARK” shall refer to the BLUE IVY CARTER mark, with application pending with the USPTO having Serial No. 86883293. For the avoidance of doubt, “Blue Ivy Carter” refers to the human being who is the daughter of Beyoncé Knowles-Carter and Shawn Carter.

4. “BLUE IVY MARK” shall refer to the BLUE IVY mark, registered by OPPOSER with the USPTO, having Registration No. 4224833.

5. “USPTO” shall refer to the United States Patent and Trademark Office.

6. “ELECTRONICALLY STORED INFORMATION” shall mean and refer to native files (including all embedded files and metadata) of electronic data stored in any medium, including, but not limited to, electronic mail (“e-mail”), voicemail, word processing documents and spreadsheets, audio and video recordings, and any other electronically stored files regardless of the storage medium in which it resides, including, but not limited to, cellular telephones, computer hard drives (for example laptops, desktops, and servers), removable storage media (for example, tapes, disks, cards, and flash memory devices), PDAs, networked drives and optical storage devices such as CDs and DVDs. This definition includes information contained on backup tapes and all other recovery and archival systems. To the extent that YOU possess data in non-standard formats (including legacy data), YOU shall translate such information into a reasonably usable format and produce both the source non-translated data and the translated version.

7. “DOCUMENT(S)” consistent with Rule 34(a) of the Federal Rules of Civil Procedure shall mean and refer to any and all physical or “hard copy” documents as well as ELECTRONICALLY STORED INFORMATION, including but not limited to all written, recorded (by tape, video, or otherwise), graphic, or photographic matter, however produced or reproduced. DOCUMENT(S) shall include all tangible forms of expression within YOUR possession, custody, or CONTROL. DOCUMENT(S) shall further include, without limitation, all preliminary, intermediate, and final drafts or versions of any DOCUMENT, including all originals or copies thereof, as well as any notes, comments, and marginalia appearing on any DOCUMENT, and shall not be limited in any way with respect to the process by which any DOCUMENT was created, generated, or reproduced, or with respect to the medium in which the DOCUMENT is embodied. The term DOCUMENT(S) specifically includes ELECTRONICALLY STORED INFORMATION.

8. “COMMUNICATE,” “COMMUNICATED,” or “COMMUNICATION(S)” shall mean and refer to the exchange of information by any means, including, without limitation, telephone, telecopy, facsimile, email, text message, or other electronic medium, letter, memorandum, notes or other writing method, meeting, discussion, conversation or other form of verbal expression.

9. “CONTROL,” “CONTROLLED,” or “CONTROLLING” shall mean and refer to the authority, capability, capacity, and/or power to check, command, control, dictate, direct, govern, oversee, regulate, restrain, or otherwise exercise any influence over, or suggest or dictate to any extent the behavior of any PERSON.

10. “RELATE TO,” “RELATED TO,” or “RELATING TO” shall mean relating to, pertaining to, referring to, evidencing, in connection with, reflecting, respecting, concerning,

based upon, stating, showing, establishing, supporting, bolstering, contradicting, refuting, diminishing, constituting, describing, recording, noting, embodying, memorializing, containing, mentioning, studying, analyzing, discussing, specifying, identifying, or in any other way bearing on the matter addressed in the INTERROGATORY, in whole or in part.

11. “PERSON,” as used herein, shall mean an individual, firm, partnership, company, corporation, proprietorship, association, profit sharing plan, union, federation, domestic or foreign government body, or any other organization or entity, including but not limited to groups of natural persons acting in an organizational capacity, such as a board of directors or committee of such board, or government entity.

12. “INTERNATIONAL CLASS 003” shall have the meaning assigned to it by the USPTO and shall include the following products: fragrances, cosmetics, skin care products, namely, non-medicated skin care preparations, non-medicated skin care creams and lotions, namely, body cream, hand cream, skin lotion, body lotions, skin moisturizers, skin emollient, skin cleansing creams, skin cleansing lotions, all for adults and infants; hair care products, namely, non-medicated hair care preparations, non-medicated hair gel, shampoo, conditioner, hair mousse, hair oils, hair pomades, and hair spray.

13. “INTERNATIONAL CLASS 006” shall have the meaning assigned to it by the USPTO and shall include the following products: metal key chains and metal key rings.

14. “INTERNATIONAL CLASS 009” shall have the meaning assigned to it by the USPTO and shall include the following products: DVDs, CDs, and audio and visual sound recordings featuring musical performances; musical sound recordings; computer application software for mobile phones, portable media players, handheld computers for use in downloading music, ring tones and video games, handheld and mobile digital electronic devices, namely,

tablet PCs, cellular phones, laptops, portable media players, handheld computers, cases and covers for mobile phones and mobile digital electronic devices, namely, laptops, cell phones, radio pagers, mobile computers; downloadable web-based application software in the nature of a mobile application downloadable to handheld and mobile digital electronic devices for use in downloading music, ring tones and video games, decorative magnets, eyewear, eyeglass cases, computer bags, and graduated glassware.

15. “INTERNATIONAL CLASS 010” shall have the meaning assigned to it by the USPTO and shall include the following products: baby teething rings.

16. “INTERNATIONAL CLASS 012” shall have the meaning assigned to it by the USPTO and shall include the following products: baby carriages and baby strollers.

17. “INTERNATIONAL CLASS 016” shall have the meaning assigned to it by the USPTO and shall include the following products: books in the field of music, motion pictures, musical performers, photographs, posters, baby books, stickers, print materials, namely, art prints, color prints, concert programs, calendars, pens, post cards, gift bags, paper flags, trading cards, and paper baby bibs.

18. “INTERNATIONAL CLASS 018” shall have the meaning assigned to it by the USPTO and shall include the following products: bags, namely, tote bags, beach bags, handbags, diaper bags, baby carriers worn on the body, pouch baby carriers, luggage, small leather goods, namely, leather cases, leather bags and wallets, leather purses, leather billfolds, leather key chains, and leather key cases.

19. “INTERNATIONAL CLASS 020” shall have the meaning assigned to it by the USPTO and shall include the following products: plastic key chains and plastic key rings, small leather goods, namely, leather picture frames, leather key fobs, and leather key holders, plastic

flags, vinyl banners, baby bouncers, baby changing mats, baby changing tables, high chairs for babies, and playpens for babies.

20. “INTERNATIONAL CLASS 021” shall have the meaning assigned to it by the USPTO and shall include the following products: mugs, beverage glassware, plastic water bottles sold empty, hair accessories, namely, hair combs; baby bathtubs, and drinking cups for babies.

21. “INTERNATIONAL CLASS 024” shall have the meaning assigned to it by the USPTO and shall include the following products: banners of cloth, nylon, flags, namely, cloth flags, nylon flags, towels, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and baby blankets.

22. “INTERNATIONAL CLASS 026” shall have the meaning assigned to it by the USPTO and shall include the following products: hair accessories, namely, hair ties, hair scrunchies, barrettes, hair bands, hair bows, hair clips, hair pins, hair ribbons, ponytail holders, novelty button, hair accessories, namely, and electric hair-curlers, other than hand implements.

23. “INTERNATIONAL CLASS 028” shall have the meaning assigned to it by the USPTO and shall include the following products: playing cards, balls, namely, basketballs, baseballs, footballs, kick balls, rubber balls, beach balls, golf balls, hand balls, tennis balls, racquet balls, soccer balls, sport balls; dolls, baby multiple activity toys, baby rattles, baby teething rings, and baby swings.

24. “INTERNATIONAL CLASS 035” shall have the meaning assigned to it by the USPTO and shall include the following services: product merchandising, online retail store services featuring music, musical recordings, motion pictures, clothing and clothing accessories,



novelty items, entertainment marketing services, namely, marketing, promotion and advertising for recording and performing artists.

25. “INTERNATIONAL CLASS 041” shall have the meaning assigned to it by the USPTO and shall include the following services: entertainment services, namely, providing online video games, dance events by a recording artist, multimedia production services, entertainment services in the nature of live musical performances, production of motion picture films, fan clubs.

26. As used herein, the term “IDENTIFY” as applied to a DOCUMENT means that the following information shall be provided; in the alternative, the identified DOCUMENT may be produced to defendants along with YOUR RESPONSES to these INTERROGATORIES:

- a. the date appearing on such DOCUMENT, and if no date appears thereon, the answer shall so state and shall give the date or approximate date such DOCUMENT was prepared;
- b. the identifying or descriptive code number, file number, title or label of such DOCUMENT;
- c. the general nature or description of such DOCUMENT (*i.e.*, whether it is a letter, memorandum, drawing, etc.) and the number of pages of which it consists;
- d. the name of the PERSON who signed such DOCUMENT, and if it was not signed, the answer shall so state and shall give the name of the PERSON or PERSONS who prepared it;

- e. the name of the PERSON to whom such DOCUMENT was addressed and the name of each PERSON other than such addressee to whom such DOCUMENT or copies thereof were given or sent;
- f. the name of the PERSON having possession, custody or CONTROL of such DOCUMENT;
- g. whether or not any draft, copy, or reproduction of such DOCUMENT contains any postscript, notation, change, or addendum not appearing on the original of said DOCUMENT, and if so, the answer shall give the description as herein defined of each such draft, copy, or reproduction;
- h. if any DOCUMENT was, but is no longer, in YOUR possession or subject to YOUR CONTROL, state what disposition was made of such DOCUMENT and when;
- i. if any DOCUMENT is claimed to be privileged, state the basis on which the claim of privilege is asserted and describe the subject matter covered in the DOCUMENT; and
- j. if any DOCUMENT is presently located in the hands of legal counsel, the term “identify” additionally means to state the location of the DOCUMENT immediately prior to its coming into the hands of legal counsel and to identify the PERSON who had prior custody of the DOCUMENT.

27. As used herein, the term “IDENTIFY” as applied to a natural person means to give the following information:

- a. full name;
- b. present or last known business address and telephone number;

- c. title or occupation;
- d. present or last known employer; and
- e. if the person's present whereabouts are unknown to YOU, state all information known to YOU that reasonably may be helpful in locating said person.

28. As used herein, the term "IDENTIFY" as applied to a corporation, company or PERSON other than a natural person means to give the following information:

- a. the name;
- b. the place of incorporation or organization;
- c. the principal place of business; and
- d. the identity of all natural persons having knowledge of the matter with respect to which it is named in RESPONSE to an INTERROGATORY.

29. As used herein, the term "IDENTIFY," when used in reference to a meeting or conversation, shall mean to give the following information:

- a. the date, time, place and duration of the meeting or conversation;
- b. the identity of each attendee or participant at the meeting or conversation; and
- c. the identity of each witness or other individual with personal knowledge of the meeting or conversation.

30. Wherever the word "any" appears herein, it shall be read and applied so as to include the word "all," and wherever the word "all" appears herein, it shall be read and applied so as to include the word "any."

31. All references herein to the singular include the plural, and all references to the plural include the singular.

32. The terms “and” and “or” as used herein each mean “and/or.”

**INSTRUCTIONS**

1. The definitions and requirements contained in the Federal Rules of Civil Procedure are incorporated herein by reference.
2. Answer each INTERROGATORY completely.
3. State the reasons for any objection to any portion of an INTERROGATORY with specificity. If YOUR objection pertains to a word, phrase, or portion of an INTERROGATORY, state the objection with specificity and answer the remainder of the INTERROGATORY. Leave no part of an INTERROGATORY unanswered merely because an objection is interposed to another part of the interrogatory.
4. Each INTERROGATORY should be construed independently and not with reference to any other INTERROGATORY for purposes of limitation.
5. If a DOCUMENT is provided in response to an INTERROGATORY, IDENTIFY which DOCUMENT(S) is (are) being provided to answer that INTERROGATORY; if YOU are asked to IDENTIFY DOCUMENTS, include Bates numbers.
6. Each INTERROGATORY should be responded to upon YOUR entire knowledge from all sources and all information in YOUR possession or otherwise available to YOU, including information from agents, representatives, consultants, or attorneys, and information which is known to each of them.
7. If any of the INTERROGATORIES cannot be responded to in full, respond to the extent possible, specifying the reason for YOUR inability to respond to the remainder. If YOUR RESPONSES are qualified in any respect, set forth the terms and an explanation of each such qualification.

8. To the extent YOU produce DOCUMENTS, all DOCUMENTS shall be produced in accordance with the methods described in APPLICANT's requests for production of documents served concurrently herewith.

9. If YOU are aware of any DOCUMENT responsive to these INTERROGATORIES which has been destroyed, lost or otherwise disposed of, and which would have been responsive to any of the INTERROGATORIES if the DOCUMENT had not been destroyed, lost or otherwise disposed of, please provide the following information: (1) the author of the DOCUMENT(s); (2) a description of the DOCUMENT(s); (3) the date the DOCUMENT(s) was/were destroyed; (4) the name and address of all witnesses who have knowledge of such loss, destruction, or disposal; (5) the name and address of each PERSON to whom the DOCUMENT(s) was/were addressed or who was sent or received a copy of the DOCUMENT(s); (6) the subject matter of the DOCUMENT(s); (7) a list of all DOCUMENTS that relate or refer in any way to the loss, destruction, or disposal of the DOCUMENT(s); (8) the reason for destroying or otherwise disposing of the DOCUMENT(s).

10. If in answering these INTERROGATORIES YOU claim any ambiguity in interpreting an INTERROGATORY or definition or instruction applicable thereto, such claim shall not be utilized by YOU as a basis for refusing to respond, but YOU shall provide as part of the RESPONSE YOUR interpretation of the language that YOU deem ambiguous.

11. Where an INTERROGATORY calls for information with respect to "each" one of a particular type of matter, event, or PERSON, of which there is more than one, separately list, set forth, or IDENTIFY for each thereof all of the information called for in the INTERROGATORY.

12. If YOU do not possess knowledge of the requested information, YOU should so state YOUR lack of knowledge and describe all efforts made by YOU to obtain the information necessary to answer the INTERROGATORY.

13. In no event should YOU leave any RESPONSE blank. If the answer to an INTERROGATORY is, for example, “none,” “unknown,” or “not applicable,” such statement should be written as an answer.

14. If YOU have no knowledge regarding an INTERROGATORY, IDENTIFY an individual whom YOU believe to have the knowledge necessary to respond to the INTERROGATORY.

15. These INTERROGATORIES are continuing. If, after providing YOUR initial RESPONSE, YOU obtain or become aware of any further information responsive to these INTERROGATORIES, YOU must provide additional and/or supplemental RESPONSES. This paragraph shall not be construed to alter YOUR obligations to comply with all other instructions herein.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

IDENTIFY all PERSONS with information RELATED TO the BLUE IVY MARK’s creation, consideration, design, development, selection, adoption, registration, or ownership.

#### **INTERROGATORY NO. 2:**

IDENTIFY all COMMUNICATIONS and DOCUMENTS, RELATED TO the BLUE IVY MARK’s creation, consideration, design, development, selection, adoption, registration, or ownership.

**INTERROGATORY NO. 3:**

IDENTIFY all PERSONS who have or have had any involvement in the marketing, promotion, or sale of goods or services in connection with the BLUE IVY MARK.

**INTERROGATORY NO. 4:**

IDENTIFY all goods and services that have ever been sold, offered for sale, promoted, or marketed in connection with the BLUE IVY MARK, including (1) all geographic locations and online platforms where those goods or services have been offered for sale, sold, promoted, or marketed and (2) whether such goods or services are presently being offered for sale, promoted, or marketed.

**INTERROGATORY NO. 5:**

For each good or service identified in RESPONSE to INTERROGATORY No. 4, IDENTIFY YOUR monthly sales volume for each respective good or service by unit and dollar amount.

**INTERROGATORY NO. 6:**

Describe the circumstances under which YOU first became aware of the BLUE IVY CARTER MARK.

**INTERROGATORY NO. 7:**

Describe the circumstances under which YOU first became aware of Blue Ivy Carter.

**INTERROGATORY NO. 8:**

IDENTIFY all PERSONS with knowledge or information RELATED TO the circumstances under which YOU first became aware of the BLUE IVY CARTER MARK.

**INTERROGATORY NO. 9:**

State all facts and circumstances RELATING TO YOUR offer(s) to sell the BLUE IVY MARK to APPLICANT.

**INTERROGATORY NO. 10:**

State all facts and circumstances RELATING TO YOUR desire to enter into a commercial relationship with APPLICANT to sell goods and services using either the BLUE IVY MARK or the BLUE IVY CARTER MARK.

**INTERROGATORY NO. 11:**

IDENTIFY all products and services that you currently market in the following international classes:

- a. INTERNATIONAL CLASS 003
- b. INTERNATIONAL CLASS 006
- c. INTERNATIONAL CLASS 009
- d. INTERNATIONAL CLASS 010
- e. INTERNATIONAL CLASS 012
- f. INTERNATIONAL CLASS 016
- g. INTERNATIONAL CLASS 018
- h. INTERNATIONAL CLASS 020
- i. INTERNATIONAL CLASS 021
- j. INTERNATIONAL CLASS 024
- k. INTERNATIONAL CLASS 026
- l. INTERNATIONAL CLASS 028

**INTERROGATORY NO. 12:**

Describe the marketing channels in which YOU have ever used the BLUE IVY MARK, including present use.

**INTERROGATORY NO. 13:**

Describe the advertising channels in which YOU have ever used the BLUE IVY MARK, including present use.

**INTERROGATORY NO. 14:**

State all facts supporting YOUR contention that “At the time of filing, APPLICANT did not have the requisite bona fide intent to use the BLUE IVY CARTER mark.”

**INTERROGATORY NO. 15:**

State all facts supporting YOUR contention that “Consumers in the United States associate [OPPOSER’s BLUE IVY MARK] as identifying goods or services emanating exclusively from [OPPOSER].”



**INTERROGATORY NO. 16:**

State all facts supporting YOUR contention that “[APPLICANT]’s designated categories of goods and services and [OPPOSER]’s goods and services are similar and likely to be sold in the same channels of trade and to the same customers.”

**INTERROGATORY NO. 17:**

State all facts supporting YOUR contention that “[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**INTERROGATORY NO. 18:**

IDENTIFY all DOCUMENTS supporting YOUR contention that “[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**INTERROGATORY NO. 19:**

State all facts supporting YOUR contention that “Use by [APPLICANT] of the applied-for mark for the services set forth in [APPLICANT]’s Application is likely to result in confusion with [OPPOSER], or in the belief that [APPLICANT] or its services are in some way legitimately connected with, sponsored by, or licensed or approved by, [OPPOSER].”

**INTERROGATORY NO. 20:**

State all facts supporting YOUR contention that “[APPLICANT]’s use and registration of [the BLUE IVY CARTER MARK] is likely to cause confusion, deception, and/or mistake with [OPPOSER]’s BLUE IVY MARK].”

**INTERROGATORY NO. 21:**

State all facts supporting YOUR contention that “If allowed to proceed, [APPLICANT]’s use and registration of [the BLUE IVY CARTER MARK] will interfere with [OPPOSER’s BLUE IVY MARK], and damage [OPPOSER], its business and its goodwill.”

**INTERROGATORY NO. 22:**

State all facts supporting YOUR contention that “APPLICANT has knowingly made false, material misrepresentations of fact to the USPTO.”

**INTERROGATORY NO. 23:**

IDENTIFY all persons who have knowledge RELATED TO any of the RESPONSES to these INTERROGATORIES and/or who have assisted in the preparation of YOUR RESPONSES to these INTERROGATORIES.

**INTERROGATORY NO. 24:**

If YOU deny, either in whole or in part, any request for admission served by the defendants, state all facts and IDENTIFY all COMMUNICATIONS and DOCUMENTS that form the basis for each such denial or partial denial.

Dated: August 21, 2017

LATHAM & WATKINS LLP

By: /Marvin S. Putnam/  
Marvin S. Putnam (Bar No. 212839)  
*Marvin.Putnam@lw.com*  
Laura R. Washington (Bar No. 266775)  
*Laura.Washington@lw.com*  
10250 Constellation Boulevard, Suite 1100  
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Telephone: +1.424.653.5500  
Facsimile: +1.424.653.5501

*Attorneys for Applicant,  
BGK Trademark Holdings, LLC*

**CERTIFICATE OF SERVICE**

I, John Eastly, hereby certify that on August 21, 2017, I served a true and correct copy of the foregoing **APPLICANT'S FIRST SET OF INTERROGATORIES TO OPPOSER BLUE IVY** by electronic mail upon:

Ryan E. Hatch  
Law Office of Ryan E. Hatch, P.C.  
13323 W. Washington Blvd. Suite 100  
Los Angeles, CA 90066  
ryan@ryanhatch.com

*Counsel for Opposer  
Blue Ivy*

\_\_\_\_\_  
/John M. Eastly/

John M. Eastly

Exhibit C to the Declaration of Jonathan  
R. Sandler

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86/883,293: BLUE IVY  
CARTER Published in the Official Gazette of January 10, 2017 in all designated  
classes (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Mark: **BLUE IVY CARTER**

**APPLICANT’S FIRST SET OF REQUESTS FOR ADMISSION  
TO OPPOSER BLUE IVY**

PROPOUNDING PARTY: **BGK Trademark Holdings, LLC**

RESPONDING PARTY: **Blue Ivy**

SET NUMBER: **One (1)**

Applicant, BGK Trademark Holdings, LLC, pursuant to Rule 36 of the Federal Rules of Civil Procedure and 37 C.F.R. section 2.120, hereby serves its first set of requests for admission (“REQUESTS”) on opposer, Blue Ivy, and requests that the appropriate responses (“RESPONSES”) be produced within thirty (30) days of service hereof at the offices of applicant’s attorneys, Latham & Watkins LLP, Attn: Laura Washington, 10250 Constellation Blvd., Suite 1100, Los Angeles, California 90067. Failure to timely respond will result in all REQUESTS being deemed admitted.

**DEFINITIONS**

1. “OPPOSER,” “BLUE IVY,” “YOU,” and “YOUR” shall mean Blue Ivy, Veronica Morales, and both of their respective attorneys, attorneys-in-fact, agents,

representatives, officers, board members, employees, guardians, insurance companies, servants, accountants, investigators, successors, predecessors, assigns, and anyone else acting on their behalf or subject to their CONTROL.

2. “APPLICANT” shall mean BGK Trademark Holdings, LLC.

3. “BLUE IVY CARTER MARK” shall refer to the BLUE IVY CARTER mark, with application pending with the USPTO having Serial No. 86883293. For the avoidance of doubt, “Blue Ivy Carter” refers to the human being who is the daughter of Beyoncé Knowles-Carter and Shawn Corey Carter.

4. “BLUE IVY MARK” shall refer to the BLUE IVY mark, registered by OPPOSER with the USPTO, having Registration No. 4224833.

5. “USPTO” shall refer to the United States Patent and Trademark Office.

6. “VALUATION” shall refer to the determination of the current worth of a company, based on a combination of any of the following factors: the company’s management, the composition of the company’s capital structure, the prospect of future earnings, and the market value of the company’s assets.

7. “ELECTRONICALLY STORED INFORMATION” shall mean and refer to native files (including all embedded files and metadata) of electronic data stored in any medium, including, but not limited to, electronic mail (“e-mail”), voicemail, word processing documents and spreadsheets, audio and video recordings, and any other electronically stored files regardless of the storage medium in which it resides, including, but not limited to, cellular telephones, computer hard drives (for example laptops, desktops, and servers), removable storage media (for example, tapes, disks, cards, and flash memory devices), PDAs, networked drives and optical storage devices such as CDs and DVDs. This definition includes information contained on

backup tapes and all other recovery and archival systems. To the extent that YOU possess data in non-standard formats (including legacy data), YOU shall translate such information into a reasonably usable format and produce both the source non-translated data and the translated version.

8. “DOCUMENT(S)” consistent with Rule 34(a) of the Federal Rules of Civil Procedure shall mean and refer to any and all physical or “hard copy” documents as well as ELECTRONICALLY STORED INFORMATION, including but not limited to all written, recorded (by tape, video, or otherwise), graphic, or photographic matter, however produced or reproduced. DOCUMENT(S) shall include all tangible forms of expression within YOUR possession, custody, or CONTROL. DOCUMENT(S) shall further include, without limitation, all preliminary, intermediate, and final drafts or versions of any DOCUMENT, including all originals or copies thereof, as well as any notes, comments, and marginalia appearing on any DOCUMENT, and shall not be limited in any way with respect to the process by which any DOCUMENT was created, generated, or reproduced, or with respect to the medium in which the DOCUMENT is embodied. The term DOCUMENT(S) specifically includes ELECTRONICALLY STORED INFORMATION.

9. “COMMUNICATE,” “COMMUNICATED,” or “COMMUNICATION(S)” shall mean and refer to the exchange of information by any means, including, without limitation, telephone, telecopy, facsimile, email, text message, or other electronic medium, letter, memorandum, notes or other writing method, meeting, discussion, conversation or other form of verbal expression.

10. “CONTROL,” “CONTROLLED,” or “CONTROLLING” shall mean and refer to the authority, capability, capacity, and/or power to check, command, control, dictate, direct,

govern, oversee, regulate, restrain, or otherwise exercise any influence over, or suggest or dictate to any extent the behavior of, any PERSON.

11. “RELATE TO,” “RELATED TO,” or “RELATING TO” shall mean relating to, pertaining to, referring to, evidencing, in connection with, reflecting, respecting, concerning, based upon, stating, showing, establishing, supporting, bolstering, contradicting, refuting, diminishing, constituting, describing, recording, noting, embodying, memorializing, containing, mentioning, studying, analyzing, discussing, specifying, identifying, or in any other way bearing on the matter addressed in the REQUEST, in whole or in part.

12. “PERSON,” as used herein, shall mean an individual, firm, partnership, company, corporation, proprietorship, association, profit sharing plan, union, federation, domestic or foreign government body, or any other organization or entity, including but not limited to groups of natural persons acting in an organizational capacity, such as a board of directors or committee of such board, or government entity.

13. “INTERNATIONAL CLASS 003” shall have the meaning assigned to it by the USPTO and shall include the following products: fragrances, cosmetics, skin care products, namely, non-medicated skin care preparations, non-medicated skin care creams and lotions, namely, body cream, hand cream, skin lotion, body lotions, skin moisturizers, skin emollient, skin cleansing creams, skin cleansing lotions, all for adults and infants; hair care products, namely, non-medicated hair care preparations, non-medicated hair gel, shampoo, conditioner, hair mousse, hair oils, hair pomades, and hair spray.

14. “INTERNATIONAL CLASS 006” shall have the meaning assigned to it by the USPTO and shall include the following products: metal key chains and metal key rings.



15. “INTERNATIONAL CLASS 009” shall have the meaning assigned to it by the USPTO and shall include the following products: DVDs, CDs, and audio and visual sound recordings featuring musical performances; musical sound recordings; computer application software for mobile phones, portable media players, handheld computers for use in downloading music, ring tones and video games, handheld and mobile digital electronic devices, namely, tablet PCs, cellular phones, laptops, portable media players, handheld computers, cases and covers for mobile phones and mobile digital electronic devices, namely, laptops, cell phones, radio pagers, mobile computers; downloadable web-based application software in the nature of a mobile application downloadable to handheld and mobile digital electronic devices for use in downloading music, ring tones and video games, decorative magnets, eyewear, eyeglass cases, computer bags, and graduated glassware.

16. “INTERNATIONAL CLASS 010” shall have the meaning assigned to it by the USPTO and shall include the following products: baby teething rings.

17. “INTERNATIONAL CLASS 012” shall have the meaning assigned to it by the USPTO and shall include the following products: baby carriages and baby strollers.

18. “INTERNATIONAL CLASS 016” shall have the meaning assigned to it by the USPTO and shall include the following products: books in the field of music, motion pictures, musical performers, photographs, posters, baby books, stickers, print materials, namely, art prints, color prints, concert programs, calendars, pens, post cards, gift bags, paper flags, trading cards, and paper baby bibs.

19. “INTERNATIONAL CLASS 018” shall have the meaning assigned to it by the USPTO and shall include the following products: bags, namely, tote bags, beach bags, handbags, diaper bags, baby carriers worn on the body, pouch baby carriers, luggage, small

leather goods, namely, leather cases, leather bags and wallets, leather purses, leather billfolds, leather key chains, and leather key cases.

20. “INTERNATIONAL CLASS 020” shall have the meaning assigned to it by the USPTO and shall include the following products: plastic key chains and plastic key rings, small leather goods, namely, leather picture frames, leather key fobs, and leather key holders, plastic flags, vinyl banners, baby bouncers, baby changing mats, baby changing tables, high chairs for babies, and playpens for babies.

21. “INTERNATIONAL CLASS 021” shall have the meaning assigned to it by the USPTO and shall include the following products: mugs, beverage glassware, plastic water bottles sold empty, hair accessories, namely, hair combs; baby bathtubs, and drinking cups for babies.

22. “INTERNATIONAL CLASS 024” shall have the meaning assigned to it by the USPTO and shall include the following products: banners of cloth, nylon, flags, namely, cloth flags, nylon flags, towels, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and baby blankets.

23. “INTERNATIONAL CLASS 026” shall have the meaning assigned to it by the USPTO and shall include the following products: hair accessories, namely, hair ties, hair scrunchies, barrettes, hair bands, hair bows, hair clips, hair pins, hair ribbons, ponytail holders, novelty button, hair accessories, namely, and electric hair-curlers, other than hand implements.

24. “INTERNATIONAL CLASS 028” shall have the meaning assigned to it by the USPTO and shall include the following products: playing cards, balls, namely, basketballs, baseballs, footballs, kick balls, rubber balls, beach balls, golf balls, hand balls, tennis balls,

racquet balls, soccer balls, sport balls; dolls, baby multiple activity toys, baby rattles, baby teething rings, and baby swings.

25. “INTERNATIONAL CLASS 035” shall have the meaning assigned to it by the USPTO and shall include the following services: product merchandising, online retail store services featuring music, musical recordings, motion pictures, clothing and clothing accessories, novelty items, entertainment marketing services, namely, marketing, promotion and advertising for recording and performing artists.

26. “INTERNATIONAL CLASS 041” shall have the meaning assigned to it by the USPTO and shall include the following services: entertainment services, namely, providing online video games, dance events by a recording artist, multimedia production services, entertainment services in the nature of live musical performances, production of motion picture films, fan clubs.

27. The “BLOG POST” shall refer to YOUR online blog post, dated August 30, 2012, titled the “TOP 20 REASONS BLUE IVY IS CONSIDERED ONE OF THE BEST WEDDING PLANNERS IN THE COUNTRY!” located at <http://www.blueivyevents.com/apps/blog/top-20-reasons-blue-ivy-is-one>.

28. The “ARTICLE” shall refer to the article posted on TMZ’s website, dated January 9, 2012, titled “BEYONCE’S BABY Wreaking Havoc On Event Planning Co. with Same Name” and located at <http://www.t TMZ.com/2012/01/09/beyonce-baby-blue-ivy/>.

29. Wherever the word “any” appears herein, it shall be read and applied so as to include the word “all,” and wherever the word “all” appears herein, it shall be read and applied so as to include the word “any.”

30. All references herein to the singular include the plural, and all references to the plural include the singular.

31. The terms “and” and “or” as used herein each mean “and/or.”

### **INSTRUCTIONS**

1. Please respond in writing under oath separately to each REQUEST.

2. Each of your RESPONSES must be as complete and straightforward as the information reasonably available to YOU permits.

3. It is required that each REQUEST be responded to based upon YOUR knowledge available from all sources, including all information in YOUR possession, custody, or CONTROL, including that of YOUR agents, employees, attorneys, accountants, investigators, and/or other PERSONS acting or purporting to act on YOUR behalf.

4. Each of YOUR RESPONSES must answer the substance of the requested admission, or set forth an objection to the particular REQUEST.

5. Each of YOUR RESPONSES must:

- a. Admit so much of the matter involved in the REQUEST as is true, either as expressed in the REQUEST itself or as reasonably and clearly qualified by YOU;
- b. Deny so much of the matter involved in the REQUEST as is untrue; or
- c. Specify so much of the matter involved in the REQUEST as to the truth of which YOU lack sufficient information or knowledge.

6. If YOU respond that YOU lack information or knowledge as a reason for a failure to admit all or part of a REQUEST, YOU must state in YOUR RESPONSE that a reasonable

inquiry concerning the matter in the particular REQUEST has been made, and that the information known or readily obtainable is insufficient to enable YOU to admit the matter.

7. If an objection is made to any REQUEST, the reasons therefore shall be stated.

8. For every objection to a REQUEST on the grounds of privilege, answer the REQUEST with such non-privileged information as is responsive, and then provide the following information:

- a. The name of the PERSON making the COMMUNICATION, the names of the PERSONS present while the COMMUNICATION was made, and, where not apparent, the relationship of the PERSONS present to the PERSON making the COMMUNICATION;
- b. The date and place of the COMMUNICATION;
- c. The general subject matter of the COMMUNICATION or the nature of the information withheld as privileged; and
- d. The basis for YOUR claim of privilege.

9. In YOUR RESPONSE, please repeat the full text of each REQUEST before YOUR RESPONSE and identify each REQUEST and RESPONSE using the same number and sequence as the corresponding REQUEST herein.

10. If in responding to these REQUESTS YOU claim any ambiguity in interpreting a REQUEST or definition or instruction applicable thereto, such claim shall not be utilized by YOU as a basis for refusing to respond, but YOU shall provide as part of the RESPONSE YOUR interpretation of the language that YOU deem ambiguous.

11. These REQUESTS shall be deemed to be continuing until the conclusion of this proceeding. Information sought by these REQUESTS that YOU obtain after YOU serve YOUR

RESPONSES must be disclosed by supplementary answers pursuant to Federal Rule of Civil Procedure 26(e) and 37 C.F.R. Section 2.120.

**REQUESTS FOR ADMISSION**

**REQUEST NO. 1:**

Admit that all DOCUMENTS produced by YOU in this action are authentic.

**REQUEST NO. 2:**

Admit that the BLUE IVY MARK is registered in INTERNATIONAL CLASS 035 for use with “Event planning and management for marketing, branding, promoting or advertising the goods and services of others; Special event planning for business purposes; Special event planning for commercial, promotional or advertising purposes; Online retail store services and retail store services featuring paintings, wedding portraits and invitations; Personal management services for promotional, corporate and party entertainers.”

**REQUEST NO. 3:**

Admit that the BLUE IVY MARK is registered in INTERNATIONAL CLASS 041 for use with “Consultation in the field of special event planning for social entertainment purposes; Special event planning for social entertainment purposes; Party and wedding planning and coordination services; Party and wedding planning consultation services; Providing information in the field of wedding party planning; Rental of party decorations and wedding decorations.”

**REQUEST NO. 4:**

Admit that the BLUE IVY MARK is not registered in any international classes other than INTERNATIONAL CLASS 035 and INTERNATIONAL CLASS 041.

**REQUEST NO. 5:**

Admit that YOU have no DOCUMENTS supporting YOUR contention that “[OPPOSER] has used, or intends to use, its BLUE IVY [MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as

fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**REQUEST NO. 6:**

Admit that prior to May 25, 2017, YOU had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding use of the BLUE IVY MARK in connection with goods and services in any international class other than INTERNATIONAL CLASS 035 and INTERNATIONAL CLASS 041.

**REQUEST NO. 7:**

Admit that prior to May 25, 2017, YOU had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding use of the BLUE IVY MARK.

**REQUEST NO. 8:**

Admit that prior to May 25, 2017, YOU had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding abandonment of the BLUE IVY MARK and relaunching YOUR existing business under a new mark.

**REQUEST NO. 9:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 003.

**REQUEST NO. 10:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 006.

**REQUEST NO. 11:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 009.

**REQUEST NO. 12:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 010.

**REQUEST NO. 13:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 012.

**REQUEST NO. 14:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 016.

**REQUEST NO. 15:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 018.

**REQUEST NO. 16:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 020.

**REQUEST NO. 17:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 021.

**REQUEST NO. 18:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 024.

**REQUEST NO. 19:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 026.

**REQUEST NO. 20:**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 028.

**REQUEST NO. 21:**

Admit that YOU are the author of the BLOG POST.



**REQUEST NO. 22:**

Admit that the BLOG POST listed as reason number 20 on its list of the “TOP 20 REASONS BLUE IVY IS CONSIDERED ONE OF THE BEST WEDDING PLANNERS IN THE COUNTRY!” that “Did we mention that Blue Ivy has Beyonce and Jay-Z loving the name so much, that they named their daughter the same name as our company!? :) It failry [*sic*] safe to think this spirit of synchronicity speaks volumes about our level of trend setting creativity.”

**REQUEST NO. 23:**

Admit that YOU were interviewed in connection with the ARTICLE.

**REQUEST NO. 24:**

Admit that the ARTICLE accurately states that as of the date of the ARTICLE YOU were “getting phone calls, texts and Facebook posts from friends ever since [Blue Ivy Carter’s] name was announced.”

**REQUEST NO. 25:**

Admit that the ARTICLE accurately states that as of the date of the ARTICLE YOUR “company ha[d] been FLOODED with calls because its name is also Blue Ivy!”

**REQUEST NO. 26:**

Admit that the ARTICLE accurately states that as of the date of the ARTICLE YOU thought Blue Ivy Carter “should even be the face of the company.”

**REQUEST NO. 27:**

Admit that YOU were accurately quoted in the ARTICLE as saying, “Clearly great minds think alike, and who better than our Blue Ivy to plan events for B&J’s Blue Ivy!?”

**REQUEST NO. 28:**

Admit that between January 1, 2017 and May 25, 2017, YOU did not perform or request that a third party perform a VALUATION of BLUE IVY.

**REQUEST NO. 29:**

Admit that between January 1, 2016 and December 31, 2016, YOU did not perform or requested that a third party perform a VALUATION of BLUE IVY.

**REQUEST NO. 30:**

Admit that prior to May 25, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$10 million.

**REQUEST NO. 31:**

Admit that prior to May 25, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$6.5 million.

**REQUEST NO. 32:**

Admit that prior to July 18, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$10 million.

**REQUEST NO. 33:**

Admit that prior to July 18, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$6.5 million.

**REQUEST NO. 34:**

Admit that YOU proposed that APPLICANT enter into a business relationship with BLUE IVY.

**REQUEST NO. 35:**

Admit that YOU proposed that APPLICANT purchase the existing BLUE IVY business for a minimum of \$10 million.

**REQUEST NO. 36:**

Admit that the BLUE IVY CARTER MARK is recognized and relied upon to identify an association with Beyoncé Knowles-Carter, Shawn Corey Carter, and their daughter, Blue Ivy Carter.

**REQUEST NO. 37:**

Admit that the BLUE IVY CARTER MARK is famous within the meaning of Section 43(c) of the Lanham Act, as amended 15 U.S.C. section 1125(c) prior to April 14, 2016.

**REQUEST NO. 38:**

Admit that YOU are not in any way associated with or connected to APPLICANT.

**REQUEST NO. 39:**

Admit that YOU are not in any way associated with or connected to Blue Ivy Carter, Beyoncé Knowles-Carter, or Shawn Corey Carter.

Dated: August 21, 2017

LATHAM & WATKINS LLP

By /Marvin S. Putnam/  
Marvin S. Putnam (Bar No. 212839)  
*Marvin.Putnam@lw.com*  
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10250 Constellation Boulevard, Suite 1100  
Los Angeles, California 90067  
Telephone: +1.424.653.5500  
Facsimile: +1.424.653.5501

*Attorneys for Applicant,  
BGK Trademark Holdings, LLC*

**CERTIFICATE OF SERVICE**

I, John Eastly, hereby certify that on August 21, 2017, I served a true and correct copy of the foregoing **APPLICANT'S FIRST SET OF REQUESTS FOR ADMISSION TO OPPOSER BLUE IVY** by electronic mail upon:

Ryan E. Hatch, Esq.  
Law Office of Ryan E. Hatch, P.C.  
13323 W. Washington Blvd. Suite 100  
Los Angeles, CA 90066  
ryan@ryanhatch.com

*Counsel for Opposer  
Blue Ivy*

\_\_\_\_\_  
/John M. Eastly/  
John M. Eastly

Exhibit D to the Declaration of Jonathan  
R. Sandler

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86/883,293: BLUE IVY  
CARTER Published in the Official Gazette of January 10, 2017 in all designated  
classes (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Mark: **BLUE IVY CARTER**

**APPLICANT’S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS  
TO OPPOSER BLUE IVY**

PROPOUNDING PARTY: **BGK Trademark Holdings, LLC**

RESPONDING PARTY: **Blue Ivy**

SET NUMBER: **One (1)**

Applicant, BGK Trademark Holdings, LLC, pursuant to Rule 34 of the Federal Rules of Civil Procedure and 37 C.F.R. section 2.120, hereby serves its first set of requests for production of documents (“REQUESTS”) on opposer, Blue Ivy, and requests that the documents sought be produced within thirty (30) days of service hereof at the offices of Applicant’s attorneys, Latham & Watkins LLP, Attn: Laura Washington, 10250 Constellation Blvd., Suite 1100, Los Angeles, California 90067. The documents produced shall be labeled to correspond to the REQUESTS for which they are produced.

**DEFINITIONS**

1. “OPPOSER,” “BLUE IVY,” “YOU,” and “YOUR” shall mean Blue Ivy, Veronica Morales, and both of their respective attorneys, attorneys-in-fact, agents,

representatives, officers, board members, employees, guardians, insurance companies, servants, accountants, investigators, successors, predecessors, assigns, and anyone else acting on their behalf or subject to their CONTROL.

2. “APPLICANT” shall mean BGK Trademark Holdings, LLC.

3. “BLUE IVY CARTER MARK” shall refer to the BLUE IVY CARTER mark, with application pending with the USPTO having Serial No. 86883293. For the avoidance of doubt, “Blue Ivy Carter” refers to the human being who is the daughter of MRS. CARTER and MR. CARTER.

4. “BLUE IVY MARK” shall refer to the BLUE IVY mark, registered by OPPOSER with the USPTO, having Registration No. 4224833.

5. “MRS. CARTER” shall refer to Beyoncé Knowles-Carter.

6. “MR. CARTER” shall refer to Shawn Corey Carter, who is commonly referred to as “Jay Z.”

7. “USPTO” shall refer to the United States Patent and Trademark Office.

8. “ELECTRONICALLY STORED INFORMATION” shall mean and refer to native files (including all embedded files and metadata) of electronic data stored in any medium, including, but not limited to, electronic mail (“e-mail”), voicemail, word processing documents and spreadsheets, audio and video recordings, and any other electronically stored files regardless of the storage medium in which it resides, including, but not limited to, cellular telephones, computer hard drives (for example laptops, desktops, and servers), removable storage media (for example, tapes, disks, cards, and flash memory devices), PDAs, networked drives and optical storage devices such as CDs and DVDs. This definition includes information contained on backup tapes and all other recovery and archival systems. To the extent that YOU possess data

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govern, oversee, regulate, restrain, or otherwise exercise any influence over, or suggest or dictate to any extent the behavior of any PERSON.

12. “RELATE TO,” “RELATED TO,” or “RELATING TO” shall mean relating to, pertaining to, referring to, evidencing, in connection with, reflecting, respecting, concerning, based upon, stating, showing, establishing, supporting, bolstering, contradicting, refuting, diminishing, constituting, describing, recording, noting, embodying, memorializing, containing, mentioning, studying, analyzing, discussing, specifying, identifying, or in any other way bearing on the matter addressed in the REQUEST, in whole or in part.

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leather goods, namely, leather cases, leather bags and wallets, leather purses, leather billfolds, leather key chains, and leather key cases.

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22. “INTERNATIONAL CLASS 021” shall have the meaning assigned to it by the USPTO and shall include the following products: mugs, beverage glassware, plastic water bottles sold empty, hair accessories, namely, hair combs; baby bathtubs, and drinking cups for babies.

23. “INTERNATIONAL CLASS 024” shall have the meaning assigned to it by the USPTO and shall include the following products: banners of cloth, nylon, flags, namely, cloth flags, nylon flags, towels, baby bedding, namely, bundle bags, swaddling blankets, crib bumpers, fitted crib sheets, crib skirts, crib blankets, and baby blankets.

24. “INTERNATIONAL CLASS 026” shall have the meaning assigned to it by the USPTO and shall include the following products: hair accessories, namely, hair ties, hair scrunchies, barrettes, hair bands, hair bows, hair clips, hair pins, hair ribbons, ponytail holders, novelty button, hair accessories, namely, and electric hair-curlers, other than hand implements.

25. “INTERNATIONAL CLASS 028” shall have the meaning assigned to it by the USPTO and shall include the following products: playing cards, balls, namely, basketballs, baseballs, footballs, kick balls, rubber balls, beach balls, golf balls, hand balls, tennis balls,

racquet balls, soccer balls, sport balls; dolls, baby multiple activity toys, baby rattles, baby teething rings, and baby swings.

26. “INTERNATIONAL CLASS 035” shall have the meaning assigned to it by the USPTO and shall include the following services: product merchandising, online retail store services featuring music, musical recordings, motion pictures, clothing and clothing accessories, novelty items, entertainment marketing services, namely, marketing, promotion and advertising for recording and performing artists.

27. “INTERNATIONAL CLASS 041” shall have the meaning assigned to it by the USPTO and shall include the following services: entertainment services, namely, providing online video games, dance events by a recording artist, multimedia production services, entertainment services in the nature of live musical performances, production of motion picture films, fan clubs.

28. Wherever the word “any” appears herein, it shall be read and applied so as to include the word “all,” and wherever the word “all” appears herein, it shall be read and applied so as to include the word “any.”

29. All references herein to the singular include the plural, and all references to the plural include the singular.

30. The terms “and” and “or” as used herein each mean “and/or.”

### **INSTRUCTIONS**

1. Each REQUEST contained herein extends to all DOCUMENTS in YOUR possession, custody, or CONTROL, including DOCUMENTS in the possession of YOUR present and former employees, officers, directors, trustees, representatives, affiliates, and agents, and of other PERSONS acting on YOUR behalf or under YOUR CONTROL.

2. All drafts of responsive DOCUMENTS must be produced, as well as non-identical copies. A DOCUMENT is a non-identical copy if such DOCUMENT includes any change from another responsive DOCUMENT, including without limitation, highlighting, notes, comments, revisions, or alterations. Identical copies of produced DOCUMENTS need not be produced.

3. If a claim of privilege is asserted in objecting to any DOCUMENT demand, or sub-part thereof, and an answer is not provided on the basis of such assertion, YOU shall provide the following information:

- a) the author(s) of the DOCUMENT;
- b) a description of the type of DOCUMENT;
- c) the date of the DOCUMENT;
- d) the name and address of all recipients listed on the DOCUMENT;
- e) the number of pages of the DOCUMENT;
- f) the subject matter of the DOCUMENT; and
- g) the basis for not producing the DOCUMENT.

4. If YOU are aware of any DOCUMENT which has been destroyed, lost or otherwise disposed of, and which would have been responsive to any of the REQUESTS if the DOCUMENT had not been destroyed, lost or otherwise disposed of, please provide the following information: (1) the author of the DOCUMENT(s); (2) a description of the DOCUMENT(s); (3) the date the DOCUMENT(s) was/were destroyed; (4) the name and address of all witnesses who have knowledge of such loss, destruction, or disposal; (5) the name and address of each PERSON to whom the DOCUMENT(s) was/were addressed or who was sent or received a copy of the DOCUMENT(s); (6) the subject matter of the DOCUMENT(s); (7) a list

of all DOCUMENTS that relate or refer in any way to the loss, destruction, or disposal of the DOCUMENT(s); (8) the reason for destroying or otherwise disposing of the DOCUMENT(s).

5. If in answering these discovery REQUESTS YOU claim any ambiguity in interpreting a REQUEST or definition or instruction applicable thereto, such claim shall not be utilized by YOU as a basis for refusing to respond, but YOU shall provide as part of the response YOUR interpretation of the language that YOU deem ambiguous.

6. To the extent possible, all DOCUMENTS should be produced in the form in which they are normally kept, including all electronic DOCUMENTS. If DOCUMENTS are stored in electronic form, please transfer them to an electronic medium that will ensure that they are kept in the same form and organization as when in YOUR possession, custody or CONTROL.

7. All ELECTRONICALLY STORED INFORMATION shall be produced as Bates-numbered TIFF files with a load file, with the exception of any spreadsheets or databases, which shall be produced in native format. Any TIFF files for DOCUMENTS maintained in electronic format in the usual course of business shall be generated directly from the native file and shall preserve any and all available metadata, including, but not limited to the following fields: "Custodian," "File Path," "Subject," "Conversion Index," "From," "To," "CC," "BCC," "Date Sent," "Time Sent," "Date Received," "Time Received," "Filename," "Author," "Date Created," "Date Modified," "MD5 Hash," "File Size," "File Extension," "Control Number Begin," "Control Number End," "Attachment Range," "Attachment Begin," and "Attachment End."

8. In YOUR responses, please repeat the full text of each REQUEST before YOUR answer and identify each REQUEST and answer using the same number and sequence as the corresponding REQUEST herein.

9. These REQUESTS are continuing. If, after making YOUR initial production, YOU obtain or become aware of any further DOCUMENTS responsive to these REQUESTS, YOU must produce such additional DOCUMENTS consistent with and 37 C.F.R. § 2.120 and Federal Rule of Civil Procedure 26(e).

**REQUESTS FOR PRODUCTION**

**REQUEST NO. 1:**

All DOCUMENTS RELATED TO APPLICANT from January 1, 2012 to present.

**REQUEST NO. 2:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO APPLICANT from January 1, 2012 to present.

**REQUEST NO. 3:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO MRS. CARTER from January 1, 2012 to present.

**REQUEST NO. 4:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO MR. CARTER from January 1, 2012 to present.

**REQUEST NO. 5:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO Blue Ivy Carter from January 1, 2012 to present.

**REQUEST NO. 6:**

All DOCUMENTS and COMMUNICATIONS RELATED TO YOUR use of the name or likeness of MRS. CARTER, MR. CARTER, or Blue Ivy Carter in connection with BLUE IVY.

**REQUEST NO. 7:**

All DOCUMENTS and COMMUNICATIONS RELATING TO YOUR efforts to form a business relationship with APPLICANT and/or MRS. CARTER.

**REQUEST NO. 8:**

All DOCUMENTS and COMMUNICATIONS between YOU and APPLICANT RELATING TO YOUR efforts to sell the BLUE IVY MARK to APPLICANT.

**REQUEST NO. 9:**

All DOCUMENTS and COMMUNICATIONS between YOU and APPLICANT, RELATING TO the BLUE IVY CARTER MARK and/or the BLUE IVY MARK.

**REQUEST NO. 10:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services marketed or sold prior to January 22, 2016 bearing the BLUE IVY MARK.

**REQUEST NO. 11:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services marketed or sold on or after January 22, 2016 bearing the BLUE IVY MARK.

**REQUEST NO. 12:**

All DOCUMENTS and COMMUNICATIONS RELATED TO YOUR knowledge of the BLUE IVY CARTER MARK, including without limitation when you first learned of the birth of Blue Ivy Carter.

**REQUEST NO. 13:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services for which YOU had plans existing prior to January 22, 2016 to sell those goods and/or services using the BLUE IVY MARK.

**REQUEST NO. 14:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services for which YOU had plans existing on or after January 22, 2016 to sell those goods and/or services using the BLUE IVY MARK.

**REQUEST NO. 15:**

DOCUMENTS sufficient to show the PERSONS responsible for the creation, production, manufacture, sale, research, design, rendering, marketing and/or advertising of products or



services offered, sold, disseminated, demonstrated, conducted, broadcast, aired, or shown, or intended to be offered, sold, disseminated, demonstrated, conducted, broadcast, aired or shown, in connection with the BLUE IVY MARK.

**REQUEST NO. 16:**

All DOCUMENTS RELATED TO any and all domain names that YOU own or CONTROL, or previously owned or CONTROLLED, that contain the words “Blue Ivy” or any variations or abbreviations of those words.

**REQUEST NO. 17:**

DOCUMENTS sufficient to show any change in Internet traffic to the website www.BlueIvyEvents.com on or after January 7, 2012.

**REQUEST NO. 18:**

DOCUMENTS sufficient to show any change in volume of YOUR business on or after January 7, 2012.

**REQUEST NO. 19:**

All DOCUMENTS and COMMUNICATIONS RELATED TO YOUR application for and registration of the BLUE IVY MARK.

**REQUEST NO. 20:**

All DOCUMENTS RELATED TO any trademark searches, clearance analyses, studies, reports, and/or investigations conducted by YOU or on YOUR behalf in connection with YOUR selection, adoption, and/or use of the BLUE IVY MARK.

**REQUEST NO. 21:**

All DOCUMENTS and COMMUNICATIONS RELATED TO rebranding or changing the name of YOUR business on or after January 7, 2012.

**REQUEST NO. 22:**

All COMMUNICATIONS with retailers, vendors, customers, and/or potential customers RELATING TO any and all goods and services offered, advertised, sold, or otherwise promoted or used by YOU in connection with the BLUE IVY MARK from January 1, 2012 to present.

**REQUEST NO. 23:**

All DOCUMENTS and COMMUNICATIONS with retailers, vendors, customers, and/or potential customers RELATING TO the BLUE IVY CARTER MARK.

**REQUEST NO. 24:**

DOCUMENTS sufficient to show when YOU first used the BLUE IVY MARK in connection with the offering, advertisement, sales, or promotion of any of YOUR goods or services.

**REQUEST NO. 25:**

DOCUMENTS sufficient to show any business plans, budgets, or financial projections prepared by YOU or at YOUR request RELATED TO use of the BLUE IVY MARK in connection with any goods or services, other than those in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**REQUEST NO. 26:**

DOCUMENTS sufficient to show YOUR attempts to sell, monetize, or otherwise earn revenue from any good or service using the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**REQUEST NO. 27:**

DOCUMENTS sufficient to show any revenue YOU have derived from any good or service offered, advertised, sold, or otherwise promoted using the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**REQUEST NO. 28:**

DOCUMENTS sufficient to show YOUR anticipated future revenues generated by any good or service offered, advertised, sold, or otherwise promoted or used by using the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**REQUEST NO. 29:**

All DOCUMENTS RELATED TO any and all past, current, and/or future intended advertising or marketing for each good or service offered, advertised, sold, or otherwise

promoted or used by YOU in connection with the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**REQUEST NO. 30:**

All DOCUMENTS RELATED TO any discussion or decision by YOU to cease use of the BLUE IVY MARK, from January 1, 2012 to present.

**REQUEST NO. 31:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 003 using the BLUE IVY MARK.

**REQUEST NO. 32:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 006 using the BLUE IVY MARK.

**REQUEST NO. 33:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 009 using the BLUE IVY MARK.

**REQUEST NO. 34:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 010 using the BLUE IVY MARK.

**REQUEST NO. 35:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 012 using the BLUE IVY MARK.

**REQUEST NO. 36:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 016 using the BLUE IVY MARK.

**REQUEST NO. 37:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 018 using the BLUE IVY MARK.

**REQUEST NO. 38:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 020 using the BLUE IVY MARK.

**REQUEST NO. 39:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 021 using the BLUE IVY MARK.

**REQUEST NO. 40:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 022 using the BLUE IVY MARK.

**REQUEST NO. 41:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 023 using the BLUE IVY MARK.

**REQUEST NO. 42:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 028 using the BLUE IVY MARK.

**REQUEST NO. 43:**

All DOCUMENTS RELATED TO any other litigation, opposition, or other dispute involving a trademark for which YOU have filed an application with the USPTO.

**REQUEST NO. 44:**

All DOCUMENTS RELATED TO any settlement agreements between YOU and any third party arising from any other litigation, opposition, or other dispute involving a trademark for which YOU have filed an application with the USPTO.

**REQUEST NO. 45:**

All DOCUMENTS RELATED TO any actual or potential confusion between the BLUE IVY MARK (or any and all goods and services offered, advertised, sold, or otherwise promoted or used by YOU in connection with the BLUE IVY MARK), on the one hand, and the BLUE IVY CARTER MARK (or goods and services marketed or sold under that mark), on the other hand, including any misdirected phone calls, mail, emails, or inquiries RELATED TO whether YOU (or any of YOUR products) are or were associated with, sponsored by, or in any manner connected with the BLUE IVY CARTER MARK and/or APPLICANT and/or MRS. CARTER or MR. CARTER.

**REQUEST NO. 46:**

All DOCUMENTS RELATED TO any actual or potential connection, affiliation, or association between YOU and APPLICANT and/or the BLUE IVY CARTER MARK.

**REQUEST NO. 47:**

All DOCUMENTS RELATED TO any consumer surveys conducted by YOU or at YOUR request RELATING TO any actual or potential connection, confusion, affiliation, or association between YOU and APPLICANT and/or MRS. CARTER or MR. CARTER.

**REQUEST NO. 48:**

DOCUMENTS sufficient to show any and all logos or labels that YOU have ever used or considered using in connection with YOUR goods and services marketed or sold under or in connection with the BLUE IVY MARK.

**REQUEST NO. 49:**

DOCUMENTS sufficient to show all of YOUR goods and services and the retail package sizes for each such good or service presently sold under the BLUE IVY MARK.

**REQUEST NO. 50:**

All DOCUMENTS RELATED TO any web page(s) or site(s) on which YOUR goods and services are marketed or sold under or in connection with the BLUE IVY MARK that also reference MRS. CARTER, MR. CARTER, or Blue Ivy Carter.

**REQUEST NO. 51:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any press reports, including, but not limited to, press releases and video or audio recordings of TV or radio coverage, of YOU or YOUR goods and services under the BLUE IVY MARK that mention Blue Ivy Carter, the BLUE IVY CARTER MARK, MRS. CARTER, or MR. CARTER.

**REQUEST NO. 52:**

All DOCUMENTS RELATED TO YOUR contention that “at the time of filing the [APPLICANT]’s [2016] Application, [APPLICANT]’s intention remained the same as what was expressed in the Vanity Fair Article, which was to file for a trademark only ‘so that no one else could.’”

**REQUEST NO. 53:**

All DOCUMENTS RELATED TO YOUR contention that “[a]t the time of filing, APPLICANT did not have the requisite bona fide intent to use the BLUE IVY CARTER MARK.”

**REQUEST NO. 54:**

All DOCUMENTS RELATED TO YOUR contention that the BLUE IVY MARK “is unique and distinctive.”

**REQUEST NO. 55:**

All DOCUMENTS RELATED TO YOUR contention that “Consumers in the United States associate Opposer’s BLUE IVY [MARK] as identifying goods or services emanating exclusively from Opposer.”

**REQUEST NO. 56:**

All DOCUMENTS RELATED TO YOUR contention that “[OPPOSER] also owns common law rights in the United States for BLUE IVY for entertainment-related services.”

**REQUEST NO. 57:**

All DOCUMENTS RELATED TO YOUR contention that the “[BLUE IVY CARTER MARK] is substantially similar to [OPPOSER’s BLUE IVY MARK] in sight, sound, meaning and overall commercial impression.”

**REQUEST NO. 58:**

All DOCUMENTS RELATED TO YOUR contention that “[APPLICANT]’s designated categories of goods and services and [OPPOSER]’s goods and services are similar and likely to be sold in the same channels of trade and to the same customers.”

**REQUEST NO. 59:**

All DOCUMENTS RELATED TO YOUR contention that “[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**REQUEST NO. 60:**

All DOCUMENTS RELATED TO YOUR contention that “[APPLICANT] has knowingly made false, material misrepresentations of fact to the USPTO.”

**REQUEST NO. 61:**

All DOCUMENTS not otherwise requested herein that were relied on, referred to, or used by YOU in preparing responses to these REQUESTS, Applicant's First Set of Interrogatories, or Applicant's First Set of Requests for Admission.

Dated: August 21, 2017

LATHAM & WATKINS LLP

By /Marvin S. Putnam/  
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*Attorneys for Applicant,  
BGK Trademark Holdings, LLC*



**CERTIFICATE OF SERVICE**

I, John Eastly, hereby certify that on August 21, 2017, I served a true and correct copy of the foregoing **OPPOSER'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO OPPOSER BLUE IVY** by electronic mail upon:

Ryan E. Hatch  
Law Office of Ryan E. Hatch, P.C.  
13323 W. Washington Blvd. Suite 100  
Los Angeles, CA 90066  
ryan@ryanhatch.com

*Counsel for Opposer  
Blue Ivy.*

\_\_\_\_\_  
/John M. Eastly/  
John M. Eastly

Exhibit E to the Declaration of Jonathan  
R. Sandler

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 86/883,293: BLUE IVY CARTER

Published in the Official Gazette of January 10, 2017 in all designated  
classed (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35,  
and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

**OPPOSER'S OBJECTIONS AND RESPONSES TO APPLICANT'S FIRST SET  
OF INTERROGATORIES TO OPPOSER BLUE IVY**

Blue Ivy, the Opposer in the above captioned action, ("Opposer"), through its undersigned attorney, and pursuant to Rule 33 of the Federal Rules of Civil Procedure, hereby respond to Applicant's First Set of Requests for Production of Documents to Opposer Blue Ivy.

**GENERAL OBJECTIONS**

Each of Opposer's responses, in addition to any specifically stated objections, is subject to and incorporates the following general responses and objections. The assertion of the same, similar, or additional objections, or a partial response to any individual request does not waive any of Opposer's general responses and objections.

1. Opposer expressly reserves its right to supplement or modify these responses with such pertinent information as they may hereafter discover or as may be informed by the opinions of experts retained by the parties to testify in the trial of this matter, and will do so to the extent required by the Federal Rules of Civil Procedure.

Opposer expressly reserves the right to rely on, at any time, including trial, subsequently discovered documents and/or materials that have been produced promptly upon discovery.

2. Opposer objects to Definition No. 1 (“OPPOSER,” “BLUE IVY,” “YOU,” and “YOUR”) as overbroad and unduly burdensome. Opposer will not respond with respect to attorneys, accountants or other third parties.

3. Opposer objects to Definition No. 6 (“ELECTRONICALLY STORED INFORMATION”) as overbroad and unduly burdensome, and will respond with documents that are reasonably accessible.

4. Opposer objects to Definitions No. 10 (“RELATE TO,” “RELATING TO” OR “RELATED TO”) and No. 32 as overbroad and unduly burdensome. Opposer will construe the defined terms according to what they mean in the English language.

5. Opposer objects to Definition Nos. 26-29 (“IDENTIFY”) as overbroad and unduly burdensome, and containing multiple subparts. Opposer will construe the defined terms according to what they mean in the English language.

6. Opposer objects to the “Instructions” as imposing duties beyond the scope of the applicable rules, including the Federal Rules of Civil Procedure and the Code of Federal Regulations. Opposer will respond based on the applicable rules.

7. Opposer objects to any request to the extent that it purports to impose upon it any obligation beyond those imposed by the Federal Rules of Civil Procedure, including, but not limited to, any request that exceeds the scope of the Federal Rules of Civil Procedure.

### **SPECIFIC RESPONSES**

#### **Interrogatory No. 1:**

IDENTIFY all PERSONS with information RELATED TO the BLUE IVY MARK’s creation, consideration, design, development, selection, adoption, registration, or ownership.

#### **Response:**

Blue Ivy objects to the extent that the interrogatory contains eight discrete subparts.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows.

With respect to subpart 1: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's creation:

Veronica Morales

With respect to subpart 2: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's consideration:

Veronica Morales

With respect to subpart 3: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's design:

Veronica Morales

With respect to subpart 4: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's development:

Veronica Morales

With respect to subpart 5: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's selection:

Veronica Morales

With respect to subpart 6: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's adoption:

Veronica Morales

With respect to subpart 7: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's registration:

Veronica Morales

Raj Abhyanker

Maryam Nemazie

With respect to subpart 8: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's ownership:

Veronica Morales

Raj Abhyanker

Maryam Nemazie

**Interrogatory No. 2:**

IDENTIFY all COMMUNICATIONS and DOCUMENTS, RELATED TO the IVY MARK's creation, consideration, design, development, selection, adoption, registration, or ownership.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains eight discrete subparts. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to "related to," overbroad, unduly burdensome, and not reasonably limited in scope or time. Although Applicant defines "related to" in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows.

With respect to subpart 1: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's creation: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 2: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's consideration: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 3: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's design: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 4: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's development: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 5: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's selection: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 6: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's adoption: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 7: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's registration: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 8: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's ownership: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

**Interrogatory No. 3:**

IDENTIFY all PERSONS who have or have had any involvement in the marketing, promotion, or sale of goods or services in connection with the BLUE IVY MARK.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy identifies the following persons who have or have had any involvement in the marketing, promotion, or sale of goods or service in connection with the Blue Ivy Mark:

Veronica Morales

**Interrogatory No. 4:**

IDENTIFY all goods and services that have ever been sold, offered for sale, promoted, or marketed in connection with the BLUE IVY MARK, including (1) all geographic locations and online platforms where those goods or services have been offered for sale, sold, promoted, or marketed and (2) whether such goods or services are presently being offered for sale, promoted, or marketed.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains three discrete subparts. Blue Ivy also objects on the grounds that the request is overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

With respect to subpart 1: Blue Ivy identifies the following goods and services as being offered for sale, sold, promoted and marketed in connection with the BLUE IVY MARK in response to this interrogatory:

1. Wedding planning services
2. Party and social event planning services, including, but not limited to:
  - a. anniversaries,
  - b. baby showers,
  - c. bachelor/bachelorette parties,
  - d. birthdays,
  - e. black tie events,
  - f. bridal showers,
  - g. communions,
  - h. family vacations,
  - i. graduations,
  - j. holidays,
  - k. retreats,
  - l. reunions,
  - m. funeral memorials
  - n. surprise parties, and
  - o. theme parties.
3. Business and corporate event planning services, including, but not limited to,
  - a. meeting planning,
  - b. conference planning,
  - c. strategic marketing,
  - d. trade shows,
  - e. expos,
  - f. consumer promotions, and
  - g. concierge services.

With respect to subpart 2: All of the above listed services are offered nationally and internationally, including, but not limited to, Australia, Paris, Monaco and London, at [www.blueivyevents.com](http://www.blueivyevents.com) and on Blue Ivy's social media channels, including its Facebook page located at <https://www.facebook.com/BlueIvyEvents/>, its Twitter account located at <https://twitter.com/blueivyevents>, and its Instagram account located at @blueivyevents



With respect to subpart 3: All of the above listed services are presently offered by Blue Ivy.

**Interrogatory No. 5:**

For each good or service identified in RESPONSE to INTERROGATORY No. 4, IDENTIFY YOUR monthly sales volume for each respective good or service by unit and dollar amount.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains six discrete subparts. Blue Ivy also objects to the extent that the interrogatory is unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

With respect to subpart 1: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by unit for its wedding planning services, and will supplement this response with further information.

With respect to subpart 2: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by unit for its party and social event planning services, and will supplement this response with further information.

With respect to subpart 3: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by unit for its business and corporate event planning services, and will supplement this response with further information.

With respect to subpart 4: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by dollar amount for its wedding planning services, and will supplement this response with further information.

With respect to subpart 5: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by dollar amount for its party and social event planning services, and will supplement this response with further information.

With respect to subpart 6: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by dollar amount for its business and corporate event planning services, and will supplement this response with further information.

**Interrogatory No. 6:**

Describe the circumstances under which YOU first became aware of the BLUE IVY CARTER MARK.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy first became aware of the BLUE IVY CARTER MARK from conducting internet searches for the search term “Blue Ivy” after learning of the birth of Blue Ivy Carter. Additionally, Ms. Morales’ received messages from third parties through her personal Facebook account alerting her of the BLUE IVY CARTER MARK.

**Interrogatory No. 7:**

Describe the circumstances under which YOU first became aware of Blue Ivy Carter.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy first became aware of Blue Ivy Carter after Ms. Morales’ husband discovered Blue Ivy Carter’s birth announcement. Additionally, Ms. Morales’ received messages from third parties through her personal Facebook account alerting her of the BLUE IVY CARTER MARK.

**Interrogatory No. 8:**

IDENTIFY all PERSONS with knowledge or information RELATED TO the circumstances under which YOU first became aware of the BLUE IVY CARTER MARK.

**Response:**

Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to the circumstances.”

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy identifies the following persons with knowledge or information related to the circumstances under which Blue Ivy first became aware of the Blue Ivy Carter Mark:

Veronica Morales

**Interrogatory No. 9:**

State all facts and circumstances RELATING TO YOUR offer(s) to sell the BLUE IVY MARK to APPLICANT.

**Response:**

Blue Ivy objects to the extent that the request calls for or discloses confidential settlement communications under Federal Rule of Evidence 408(1)(a). Evidence of “furnishing promising, or offering . . . a valuable consideration in compromising or attempting to compromise the claim” is not admissible “either to prove or disprove the validity or amount of a disputed claim . . .”

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: The Parties met and conferred on May 18, 2017. During the meet and confer, Blue Ivy’s counsel gave a presentation to Applicant’s counsel regarding the potential sale and assignment of the BLUE IVY MARK and the goodwill associated with the BLUE IVY MARK to Applicant.

**Interrogatory No. 10:**

State all facts and circumstances RELATING TO YOUR desire to enter into a commercial relationship with APPLICANT to sell goods and services using either the BLUE IVY MARK or the BLUE IVY CARTER MARK.

**Response:**

Blue Ivy objects to the extent that the interrogatory calls for or discloses confidential settlement communications under Federal Rule of Evidence 408(1)(a). Evidence of “furnishing promising, or offering . . . a valuable consideration in compromising or attempting to compromise the claim” is not admissible “either to prove or disprove the validity or amount of a disputed claim . . .”

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: The Parties met and conferred on May 18, 2017. During the meet and confer, Blue Ivy’s counsel gave a presentation to Applicant’s counsel regarding the potential sale and assignment of the BLUE IVY MARK to Applicant and sale of the goodwill associated with the BLUE IVY MARK to Applicant.

**Interrogatory No. 11:**

IDENTIFY all products and services that you currently market in the following

international classes:

- a. INTERNATIONAL CLASS 003
- b. INTERNATIONAL CLASS 006
- c. INTERNATIONAL CLASS 009
- d. INTERNATIONAL CLASS 010
- e. INTERNATIONAL CLASS 012
- f. INTERNATIONAL CLASS 016
- g. INTERNATIONAL CLASS 018
- h. INTERNATIONAL CLASS 020
- i. INTERNATIONAL CLASS 021
- j. INTERNATIONAL CLASS 024
- k. INTERNATIONAL CLASS 026
- l. INTERNATIONAL CLASS 028

**Response:**

Blue Ivy objects to the extent that the interrogatory contains twelve discrete subparts. Blue Ivy also objects on the grounds that the request is overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

- a. With respect to subpart 1: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of cosmetics, soaps, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- b. With respect to subpart 2: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of metal

goods, key chains, keepsakes, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

- c. With respect to subpart 3: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of electrical apparatuses, DVDs, CDs, audio visual recordings, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- d. With respect to subpart 4: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of medical apparatuses, baby teething rings, etc., beyond its use within the categories of Wedding planning services, Party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- e. With respect to subpart 5: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of vehicles, baby carriages, strollers, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

- f. With respect to subpart 6: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of paper goods and printed matter, stationary, books, stickers, gift bags, post cards, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- g. With respect to subpart 7: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of leather goods, leather bags, wallets, key chains, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- h. With respect to subpart 8: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of furniture, picture frames, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- i. With respect to subpart 9: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of housewares, glassware, mugs, utensils, etc., beyond its use within the

categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

- j. With respect to subpart 10: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of fabrics, textiles, table cloths, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- k. With respect to subpart 11: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of lace, embroidery, buttons, ribbon, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- l. With respect to subpart 12: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of toys, games, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

**Interrogatory No. 12:**

Describe the marketing channels in which YOU have ever used the BLUE IVY MARK, including present use.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy uses the BLUE IVY MARK in the marketing channels of wedding planning services, party and event planning services, and business and corporate event planning services, and the other various categories identified in its response to Interrogatory No. 11.

**Interrogatory No. 13:**

Describe the advertising channels in which YOU have ever used the BLUE IVY MARK, including present use.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy uses the BLUE IVY MARK in the marketing channels of wedding planning services, party and event planning services, and business and corporate event planning services, and the other various categories identified in its response to Interrogatory No. 11.

**Interrogatory No. 14:**

State all facts supporting YOUR contention that “At the time of filing, APPLICANT did not have the requisite bona fide intent to use the BLUE IVY CARTER MARK.”

**Response:**

Blue Ivy objects on the grounds that this request is unduly burdensome as it asks for information already available in the public record and in previous pleadings in this action.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Applicant had previously filed an intent-to-use application for the BLUE IVY CARTER MARK in 2012. Opposition ¶ 13. For a period of two years following the filing, Applicant filed five extensions requesting additional time to file its statement of use for the BLUE IVY CARTER MARK. Opposition ¶ 16. Applicant never made any showing of actual use of the mark in commerce, and ultimately abandoned its application for the BLUE IVY CARTER MARK on February 22, 2016. Opposition ¶ 17.



Additionally, Mr. Carter stated in the Vanity Fair Article described in Blue Ivy's Complaint that he and Mrs. Carter trademarked BLUE IVY CARTER "merely so no one else could." Opposition ¶ 20.

Additionally, Applicant has not produced any evidence of intent to use in response to Blue Ivy's discovery requests on this issue.

**Interrogatory No. 15:**

State all facts supporting YOUR contention that "Consumers in the United States associate [OPPOSER's BLUE IVY MARK] as identifying goods or services emanating exclusively from [OPPOSER]."

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy prominently features the BLUE IVY MARK throughout its internet presence, including, but not limited to, featuring the MARK on its website, Facebook page, and Twitter account. Blue Ivy also prominently features the BLUE IVY MARK on all of its marketing and promotional materials, including, but not limited to, its marketing brochures, its coupons, in its online advertisements.

**Interrogatory No. 16:**

State all facts supporting YOUR contention that "[APPLICANT]'s designated categories of goods and services and [OPPOSER]'s goods and services are similar and likely to be sold in the same channels of trade and to the same customers."

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 4 as if fully set forth herein.

**Interrogatory No. 17:**

State all facts supporting YOUR contention that "[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like."

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 4 as if fully set forth herein.

**Interrogatory No. 18:**

IDENTIFY all DOCUMENTS supporting YOUR contention that “[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 4 as if fully set forth herein.

**Interrogatory No. 19:**

State all facts supporting YOUR contention that “Use by [APPLICANT] of the applied for mark for the services set forth in [APPLICANT]’s Application is likely to result in confusion with [OPPOSER], or in the belief that [APPLICANT] or its services are in some way legitimately connected with, sponsored by, or licensed or approved by, [OPPOSER].”

**Response:**

Blue Ivy objects to the extent that the interrogatory contains two discrete subparts. Blue Ivy also objects on the grounds that the interrogatory calls for premature expert testimony.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows.

With respect to subpart 1: Blue Ivy’s contention that Applicant’s use is likely to result in consumer confusion, and has actually resulted in confusion, is supported by the following non-exclusive examples: Blue Ivy has received numerous inquiries in the years following Blue Ivy Carter’s birth, including phone calls requesting to speak with BLUE IVY CARTER or Beyoncé, and Facebook messages on Blue Ivy’s Facebook page. Additionally, Blue Ivy became aware of a third party who was using Blue Ivy’s logo

without authorization on a Facebook page that was dedicated to Blue Ivy Carter. Blue Ivy was also included in many unauthorized news articles and other online publications about BLUE IVY CARTER. These articles would hyperlink to Blue Ivy's website and other social media pages. Blue Ivy's Facebook page also almost immediately received an increase in fans from the African continent. Many members of the general public believe that the Carter's are members of the so-called "Illuminati," and the name of their daughter spelled backwards is "Eulb Yvi" which in Latin is translated into "Lucifer's Daughter." This has caused harm to Blue Ivy and creates a very negative association in the minds of the public. Additionally, Blue Ivy's social media posts (such as on Facebook) are not naturally shared with the correct audience, meaning that to reach the correct audience.

Additionally, with reference to FRCP 33(d), Blue Ivy has produced documents showing evidence of the foregoing consumer confusion.

With respect to subpart 2: Blue Ivy's contention that Applicant's use is likely to result in the belief that Applicant is connected with, sponsored by, or licensed or approved by Blue Ivy: Blue Ivy has received numerous inquiries in the years following Blue Ivy Carter's birth, including phone calls requesting to speak with BLUE IVY CARTER or Beyoncé, and Facebook messages on Blue Ivy's Facebook page. Additionally, Blue Ivy became aware of a third party who was using Blue Ivy's logo without authorization on a Facebook page that was dedicated to Blue Ivy Carter. Blue Ivy was also included in many unauthorized news articles and other online publications about BLUE IVY CARTER. These articles would hyperlink to Blue Ivy's website and other social media pages. Many members of the general public believe that the Carter's are members of the so-called "Illuminati," and the name of their daughter spelled backwards is "Eulb Yvi" which in Latin is translated into "Lucifer's Daughter." This has caused harm to Blue Ivy and creates a very negative association in the minds of the public. Additionally, Blue Ivy's social media posts (such as on Facebook) are not naturally shared with the correct audience, meaning that to reach the correct audience.

Additionally, with reference to FRCP 33(d), Blue Ivy has produced documents showing evidence of the foregoing consumer confusion.

**Interrogatory No. 20:**

State all facts supporting YOUR contention that “[APPLICANT]’s use and registration of [the BLUE IVY CARTER MARK] is likely to cause confusion, deception, and/or mistake with [OPPOSER’s BLUE IVY MARK].”

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 19 and its subparts as if fully set forth herein.

**Interrogatory No. 21:**

State all facts supporting YOUR contention that “If allowed to proceed, [APPLICANT]’s use and registration of [the BLUE IVY CARTER MARK] will interfere with [OPPOSER’s BLUE IVY MARK], and damage [OPPOSER], its business and its goodwill.”

**Response:**

Blue Ivy objects on the basis that the interrogatory calls for a premature damages expert report.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 19 and its subparts as if fully set forth herein.

**Interrogatory No. 22:**

State all facts supporting YOUR contention that “APPLICANT has knowingly made false, material misrepresentations of fact to the USPTO.”

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the entirety of response to Interrogatory No. 14 as if fully incorporated herein.

**Interrogatory No. 23:**

IDENTIFY all persons who have knowledge RELATED TO any of the RESPONSES to these INTERROGATORIES and/or who have assisted in the preparation of YOUR RESPONSES to these INTERROGATORIES.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains two discrete subparts. Blue Ivy objects to the extent that the interrogatory calls for attorney-client privileged communications, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects to the extent that the request is impermissibly compound.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

With respect to subpart 1: Blue Ivy identifies the following person as having knowledge related to any of the responses:

Veronica Morales

With respect to subpart 2: Veronica Morales has assisted Blue Ivy in the preparation of these responses.

**Interrogatory No. 24:**

If YOU deny, either in whole or in part, any request for admission served by the defendants, state all facts and IDENTIFY all COMMUNICATIONS and DOCUMENTS that form the basis for each such denial or partial denial.

**Response:**

Blue Ivy objects to the extent that this interrogatory contains numerous discrete subparts, and in combination with the above interrogatories, exceeds the 75 interrogatory limit. Blue Ivy also objects on the grounds that the request is overbroad, unduly burdensome, and not reasonably limited in scope or time. Accordingly, Blue Ivy has limited its below response to the limit imposed by the Federal Rules of Civil Procedure and the Code of Federal Regulations.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

1. Blue Ivy denies Request for Admission No. 5. Blue Ivy denies this request because it possesses documents included in its production that support its contention that “[OPPOSER] has used, or intends to use, its BLUE IVY [MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

2. Blue Ivy denies Request for Admission No. 6. Blue Ivy denies this request because prior to May 25, 2017 it had consulted with a brand consultant regarding the use of the BLUE IVY MARK in connection with goods and services in international classes other than INTERNATIONAL CLASSES 035 and 041.

3. Blue Ivy denies Request for Admission No. 7. Blue Ivy denies this request because prior to May 25, 2017 it had consulted with a brand consultant regarding the use of the BLUE IVY MARK.

4. Blue Ivy denies Request for Admission No. 8. Blue Ivy denies this request because prior to May 25, 2017 it had consulted with a brand consultant regarding abandonment of the BLUE IVY MARK and relaunching of its existing business under a new mark.

5. Blue Ivy denies Request for Admission No. 9. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 003 for numerous events, including, but not limited to, weddings, bridal showers, and bachelorette parties.

6. Blue Ivy denies Request for Admission No. 10. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 006 for numerous events, including, but not limited to, weddings, birthday parties, bridal showers, and bachelorette parties.

7. Blue Ivy denies Request for Admission No. 11. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 009 for numerous events, including, but not limited to weddings, birthday parties, and corporate events.

8. Blue Ivy denies Request for Admission No. 12. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 010 for numerous events, including, but not limited to, baby showers.

9. Blue Ivy denies Request for Admission No. 13. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 012 for numerous events, including, but not limited to baby showers and children's birthday parties.

10. Blue Ivy denies Request for Admission No. 14. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 016 for numerous events, including, but not limited to, weddings, bridal showers, baby showers, birthday parties, and corporate events.

11. Blue Ivy denies Request for Admission No. 15. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 018 for numerous events, including, but not limited to,

12. Blue Ivy denies Request for Admission No. 16. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 020 for numerous events, including, but not limited to weddings, bachelor parties, bachelorette parties, and anniversaries.

13. Blue Ivy denies Request for Admission No. 17. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 021 for numerous events, including, but not limited to, weddings, corporate events, birthday parties, and consumer promotions.

14. Blue Ivy denies Request for Admission No. 18. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 024 for numerous events, including, but not limited to, weddings, bridal showers, baby showers, birthday parties, and corporate events.

15. Blue Ivy denies Request for Admission No. 19. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 026 for numerous events, including, but not limited to, weddings, bridal showers, baby showers, birthday parties, and bachelorette parties.

16. Blue Ivy denies Request for Admission No. 20. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 028 for numerous events, including, but not limited to, bridal showers, baby showers, and children's birthday parties.

17. Blue Ivy denies Request for Admission No. 26. Blue Ivy denies this request because the ARTCILE inaccurately stated that Ms. Morales thought BLUE IVY CARTER, “should even be the face of the company.” Ms. Morales never thought or communicated that she believed BLUE IVY CARTER should be the face of Blue Ivy.

18. Blue Ivy partially denies Request for Admission No. 30. Blue Ivy partially denies this request because Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY between January 1, 2017 and May 25, 2017, but denies that the company is not worth at or above \$10 million.

Blue Ivy objects to all further subparts and does not respond to them on the basis that Applicant has exceeded the limit of 75 interrogatories, including subparts.

Date: September 20, 2017

LAW OFFICE OF RYAN E. HATCH

By: / Ryan E. Hatch /

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*Attorney for Opposer*



**CERTIFICATE OF SERVICE**

I hereby certify that a copy of this **OPPOSER'S OBJECTIONS AND  
RESPONSES TO APPLICANT'S FIRST SET OF INTERROGATORIES TO  
OPPOSER BLUE IVY**

has been served upon:

Marvin S. Putnam (Bar No. 212839)  
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via email on September 20, 2017.

/ Ryan E. Hatch /  
\_\_\_\_\_  
Ryan E. Hatch  
Law Office of Ryan E. Hatch, P.C.  
Attorney for Opposer

Exhibit F to the Declaration of Jonathan  
R. Sandler

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 86/883,293: BLUE IVY CARTER

Published in the Official Gazette of January 10, 2017 in all designated  
classed (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35,  
and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

**OPPOSER'S OBJECTIONS AND RESPONSES TO APPLICANT'S FIRST SET  
OF REQUESTS FOR AMISSION TO OPPOSER BLUE IVY**

Blue Ivy, the Opposer in the above captioned action, ("Opposer"), through its undersigned attorney, and pursuant to Rule 36 of the Federal Rules of Civil Procedure, hereby responds to Applicant's First Set of Requests for Admission to Opposer Blue Ivy.

**GENERAL OBJECTIONS**

Each of Opposer's responses, in addition to any specifically stated objections, is subject to and incorporates the following general responses and objections. The assertion of the same, similar, or additional objections, or a partial response to any individual request does not waive any of Opposer's general responses and objections.

1. Opposer expressly reserves its right to supplement or modify these responses with such pertinent information as they may hereafter discover or as may be informed by the opinions of experts retained by the parties to testify in the trial of this matter, and will do so to the extent required by the Federal Rules of Civil Procedure. Opposer expressly reserves the right to rely on, at any time, including trial, subsequently

discovered documents and/or materials that have been produced promptly upon discovery.

2. Opposer objects to Definition No. 1 (“OPPOSER,” “BLUE IVY,” “YOU,” and “YOUR”) as overbroad and unduly burdensome. Opposer will not respond with respect to attorneys, accountants or other third parties.

3. Opposer objects to Definition No. 7 (“ELECTRONICALLY STORED INFORMATION”) as overbroad and unduly burdensome, and will respond with documents that are reasonably accessible.

4. Opposer objects to Definitions No. 11 (“RELATE TO,” “RELATING TO” OR “RELATED TO”) and No. 31 as overbroad and unduly burdensome. Opposer will construe the defined terms according to what they mean in the English language.

5. Opposer objects to the “Instructions” as imposing duties beyond the scope of the applicable rules, the Federal Rules of Civil Procedure and the Code of Federal Regulations. Opposer will respond based on the applicable rules.

6. Opposer objects to any request to the extent that it purports to impose upon it any obligation beyond those imposed by the Federal Rules of Civil Procedure, including, but not limited to, any request that exceeds the scope of the Federal Rules of Civil Procedure.

### **SPECIFIC RESPONSES**

#### **Request for Admission No. 1**

Admit that all DOCUMENTS produced by YOU in this action are authentic.

#### **Response**

Subject to and without waiving any of its objections, Blue Ivy admits that documents produced in this action are authentic, and is not currently aware of any documents that it has produced that are not authentic, but reserves the right to raise authenticity issues as the case progresses.

#### **Request for Admission No. 2**

Admit that the BLUE IVY MARK is registered in INTERNATIONAL CLASS 035 for use with “Event planning and management for marketing, branding, promoting or advertising the goods and services of others; Special event planning for business purposes; Special event planning for commercial, promotional or advertising purposes;

Online retail store services and retail store services featuring paintings, wedding portraits and invitations; Personal management services for promotional, corporate and party entertainers.”

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that the Blue Ivy Mark is registered in INTERNATIONAL CLASS 035 for use with “Event planning and management for marketing, branding, promoting or advertising the goods and services of others; Special event planning for business purposes; Special event planning for commercial, promotional or advertising purposes; Online retail store services and retail store services featuring paintings, wedding portraits and invitations; Personal management services for promotional, corporate and party entertainers.”

**Request for Admission No. 3**

Admit that the BLUE IVY MARK is registered in INTERNATIONAL CLASS 041 for use with “Consultation in the field of special event planning for social entertainment purposes; Special event planning for social entertainment purposes; Party and wedding planning and coordination services; Party and wedding planning consultation services; Providing information in the field of wedding party planning; Rental of party decorations and wedding decorations.”

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that the BLUE IVY MARK is registered in INTERNATIONAL CLASS 041 for use with “Consultation in the field of special event planning for social entertainment purposes; Special event planning for social entertainment purposes; Party and wedding planning and coordination services; Party and wedding planning consultation services; Providing information in the field of wedding party planning; Rental of party decorations and wedding decorations.”

**Request for Admission No. 4**

Admit that the BLUE IVY MARK is not registered in any international classes other than INTERNATIONAL CLASS 035 and INTERNATIONAL CLASS 041.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that the BLUE IVY MARK is not currently registered in any international classes other than INTERNATIONAL CLASS 035 and INTERNATIONAL CLASS 041, but Blue Ivy denies that the MARK is not used in any international classes other than INTERNATIONAL CLASSES 035 and 041.

**Request for Admission No. 5**

Admit that YOU have no DOCUMENTS supporting YOUR contention that “[OPPOSER] has used, or intends to use, its BLUE IVY [MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies it has no DOCUMENTS supporting its contention that “[OPPOSER] has used, or intends to use, its BLUE IVY [MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**Request for Admission No. 6**

Admit that prior to May 25, 2017, YOU had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding use of the BLUE IVY MARK in connection with goods and services in any international class other than INTERNATIONAL CLASS 035 and INTERNATIONAL CLASS 041.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding use of the BLUE IVY MARK in connection with goods and services in any international class other than INTERNATIONAL CLASS 035 and INTERNATIONAL CLASS 041.

**Request for Admission No. 7**

Admit that prior to May 25, 2017, YOU had not consulted with any brand

consultants, advertising agencies, or marketing agencies regarding use of the BLUE IVY MARK.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding use of the BLUE IVY MARK.

**Request for Admission No. 8**

Admit that prior to May 25, 2017, YOU had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding abandonment of the BLUE IVY MARK and relaunching YOUR existing business under a new mark.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had not consulted with any brand consultants, advertising agencies, or marketing agencies regarding abandonment of the BLUE IVY MARK and relaunching YOUR existing business under a new mark.

**Request for Admission No. 9**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 003.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 003.

**Request for Admission No. 10**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 006.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 006.

**Request for Admission No. 11**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in

connection with any goods or services in INTERNATIONAL CLASS 009.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 009.

**Request for Admission No. 12**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 010.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 010.

**Request for Admission No. 13**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 012.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 012.

**Request for Admission No. 14**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 016.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 016.

**Request for Admission No. 15**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 018.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to



May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 018.

**Request for Admission No. 16**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 020.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 020.

**Request for Admission No. 17**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 021.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 021.

**Request for Admission No. 18**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 024.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 024.

**Request for Admission No. 19**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 026.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 026.

**Request for Admission No. 20**

Admit that prior to May 25, 2017, YOU had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 028.

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that prior to May 25, 2017, it had never used the BLUE IVY MARK in connection with any goods or services in INTERNATIONAL CLASS 028.

**Request for Admission No. 21**

Admit that YOU are the author of the BLOG POST.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits it is the author of the blog post.

**Request for Admission No. 22**

Admit that the BLOG POST listed as reason number 20 on its list of the “TOP 20 REASONS BLUE IVY IS CONSIDERED ONE OF THE BEST WEDDING PLANNERS IN THE COUNTRY!” that “Did we mention that Blue Ivy has Beyonce and Jay-Z loving the name so much, that they named their daughter the same name as our company!? :) It failry [sic] safe to think this spirit of synchronicity speaks volumes about our level of trend setting creativity.”

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that at the time the BLOG POST was published, Blue Ivy believed that the Carters’ decision to name their daughter Blue Ivy was potentially positive, but that turned out to be untrue.

**Request for Admission No. 23**

Admit that YOU were interviewed in connection with the ARTICLE.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits Veronica Morales was interviewed in connection with the ARTICLE.

**Request for Admission No. 24**

Admit that the ARTICLE accurately states that as of the date of the ARTICLE YOU were “getting phone calls, texts and Facebook posts from friends ever since [Blue Ivy Carter’s] name was announced.”

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that the ARTICLE accurately states that as of the date of the ARTICLE YOU were “getting phone calls, texts and Facebook posts from friends ever since [Blue Ivy Carter’s] name was announced.”

**Request for Admission No. 25**

Admit that the ARTICLE accurately states that as of the date of the ARTICLE YOUR “company ha[d] been FLOODED with calls because its name is also Blue Ivy!”

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that the ARTICLE accurately states that as of the date of the ARTICLE YOUR “company ha[d] been FLOODED with calls because its name is also Blue Ivy!”

**Request for Admission No. 26**

Admit that the ARTICLE accurately states that as of the date of the ARTICLE YOU thought Blue Ivy Carter “should even be the face of the company.”

**Response**

Subject to and without waiving any of its objections, Blue Ivy denies that the ARTICLE accurately states that as of the date of the ARTICLE YOU thought Blue Ivy Carter “should even be the face of the company.”

**Request for Admission No. 27**

Admit that YOU were accurately quoted in the ARTICLE as saying, “Clearly great minds think alike, and who better than our Blue Ivy to plan events for B&J’s Blue Ivy!?”

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that Veronica Morales was accurately quoted in the ARTICLE as saying, “Clearly great minds think alike, and who better than our Blue Ivy to plan events for B&J’s Blue Ivy!?”

**Request for Admission No. 28**

Admit that between January 1, 2017 and May 25, 2017, YOU did not perform or request that a third party perform a VALUATION of BLUE IVY.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY between January 1, 2017 and May 25, 2017.

**Request for Admission No. 29**

Admit that between January 1, 2016 and December 31, 2016, YOU did not perform or requested that a third party perform a VALUATION of BLUE IVY.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY between January 1, 2016 and December 31, 2016.

**Request for Admission No. 30**

Admit that prior to May 25, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$10 million.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY between January 1, 2017 and May 25, 2017, but denies that the company is not worth at or above \$10 million.

**Request for Admission No. 31**

Admit that prior to May 25, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$6.5 million.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY between January 1, 2017 and May 25, 2017, but denies that the company is not worth at or above \$6.5 million.

**Request for Admission No. 32**

Admit that prior to July 18, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$10 million.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY prior to July 18, 2017, but denies that the company is not worth at or above \$10 million.

**Request for Admission No. 33**

Admit that prior to July 18, 2017, YOU did not receive a VALUATION of BLUE IVY reporting that it is valued at or above \$6.5 million.

**Response**

Subject to and without waiving any of its objections, Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY prior to July 18, 2017, but denies that the company is not worth at or above \$6.5 million.

**Request for Admission No. 34**

Admit that YOU proposed that APPLICANT enter into a business relationship with BLUE IVY.

**Response**

Blue Ivy objects to the extent that the request calls for or discloses confidential settlement communications under Federal Rule of Evidence 408(1)(a). Evidence of “furnishing promising, or offering . . . a valuable consideration in compromising or attempting to compromise the claim” is not admissible “either to prove or disprove the validity or amount of a disputed claim . . .”

Subject to and without waiving any of its objections, Blue Ivy admits that it proposed that APPLICANT enter into a business relationship with BLUE IVY.

**Request for Admission No. 35**

Admit that YOU proposed that APPLICANT purchase the existing BLUE IVY business for a minimum of \$10 million.

**Response**

Blue Ivy objects to the extent that the request calls for confidential settlement communications under Federal Rule of Evidence 408(a)(1). Evidence of “furnishing promising, or offering . . . a valuable consideration in compromising or attempting to compromise the claim” is not admissible “either to prove or disprove the validity or amount of a disputed claim . . .”

Subject to and without waiving any of its objections, Blue Ivy denies that it proposed that APPLICANT purchase the existing BLUE IVY business for a minimum of \$10 million.

**Request for Admission No. 36**

Admit that the BLUE IVY CARTER MARK is recognized and relied upon to identify an association with Beyoncé Knowles-Carter, Shawn Corey Carter, and their daughter, Blue Ivy Carter.

**Response**

Blue Ivy objects to the extent that the request is vague and ambiguous with regard to “recognized and relied upon to identify an association” with the listed persons.

**Request for Admission No. 37**

Admit that the BLUE IVY CARTER MARK is famous within the meaning of Section 43(c) of the Lanham Act, as amended 15 U.S.C. section 1125(c) prior to April 14, 2016.

**Response**

Blue Ivy objects on the grounds that the request calls for a legal conclusion and an expert opinion.

**Request for Admission No. 38**

Admit that YOU are not in any way associated with or connected to APPLICANT.

**Response**

Blue Ivy objects on the grounds that the request is vague and ambiguous with regard to “associated with or connected to.”

**Request for Admission No. 39**

Admit that YOU are not in any way associated with or connected to Blue Ivy Carter, Beyoncé Knowles-Carter, or Shawn Corey Carter.

**Response**

Blue Ivy objects on the grounds that the request is vague and ambiguous with regard to “associated with or connected to.”

Date: September 20, 2017

LAW OFFICE OF RYAN E. HATCH

By: / Ryan E. Hatch /

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*Attorney for Opposer*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of this **OPPOSER'S OBJECTIONS AND  
RESPONSES TO APPLICANT'S FIRST SET OF REQUESTS FOR AMISSION  
TO OPPOSER BLUE IVY**

has been served upon:

Marvin S. Putnam (Bar No. 212839)  
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via email on September 20, 2017.

/ Ryan E. Hatch /  
\_\_\_\_\_  
Ryan E. Hatch  
Law Office of Ryan E. Hatch, P.C.  
Attorney for Opposer



Exhibit G to the Declaration of Jonathan  
R. Sandler

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 86/883,293: BLUE IVY CARTER  
Published in the Official Gazette of January 10, 2017 in all designated classes  
(International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

**OPPOSER'S OBJECTIONS AND RESPONSES TO APPLICANT'S FIRST SET  
OF REQUESTS FOR PRODUCTION TO OPPOSER BLUE IVY**

Blue Ivy, the Opposer in the above captioned action, ("Opposer"), through its undersigned attorney, and pursuant to Rule 34 of the Federal Rules of Civil Procedure, hereby respond to Applicant's First Set of Requests for Production of Documents to Opposer Blue Ivy.

**GENERAL OBJECTIONS**

Each of Opposer's responses, in addition to any specifically stated objections, is subject to and incorporates the following general responses and objections. The assertion of the same, similar, or additional objections, or a partial response to any individual request does not waive any of Opposer's general responses and objections.

1. Opposer expressly reserves its right to supplement or modify these responses with such pertinent information as they may hereafter discover or as may be informed by the opinions of experts retained by the parties to testify in the trial of this matter, and will do so to the extent required by the Federal Rules of Civil Procedure. Opposer expressly reserves the right to rely on, at any time, including trial, subsequently discovered documents and/or materials that have been produced promptly upon discovery.

2. Opposer objects to Definition No. 1 (“OPPOSER,” “BLUE IVY,” “YOU,” and “YOUR”) as overbroad and unduly burdensome. Opposer will not respond with respect to attorneys, accountants or other third parties.
3. Opposer objects to Definition No. 8 (“ELECTRONICALLY STORED INFORMATION”) as overbroad and unduly burdensome, and will respond with documents that are reasonably accessible.
4. Opposer objects to Definition No. 12 (“RELATE TO,” “RELATING TO” OR “RELATED TO”) and No. 30 as overbroad and unduly burdensome. Opposer will construe the defined terms according to what they mean in the English language.
5. Opposer objects to the “Instructions” as imposing duties beyond the scope of the applicable rules, the Federal Rules of Civil Procedure and the Code of Federal Regulations. Opposer will respond based on the applicable rules.
6. Opposer objects to any request to the extent that it purports to impose upon it any obligation beyond those imposed by the Federal Rules of Civil Procedure, including, but not limited to, any request that exceeds the scope of the Federal Rules of Civil Procedure.

### **SPECIFIC RESPONSES**

#### **Request for Production of Documents No. 1:**

All DOCUMENTS RELATED TO APPLICANT from January 1, 2012 to present.

#### **Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 2:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO APPLICANT from January 1, 2012 to present.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 3:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO MRS. CARTER from January 1, 2012 to present.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 4:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO MR. CARTER from January 1, 2012 to present.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 5:**

All DOCUMENTS and COMMUNICATIONS between YOU and any other party RELATING TO Blue Ivy Carter from January 1, 2012 to present.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 6:**

All DOCUMENTS and COMMUNICATIONS RELATED TO YOUR use of the

name or likeness of MRS. CARTER, MR. CARTER, or Blue Ivy Carter in connection with BLUE IVY.

**Response:**

Blue Ivy objects on the grounds that the request is vague as to the use of a name and likeness “in connection with” Blue Ivy.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 7:**

All DOCUMENTS and COMMUNICATIONS RELATING TO YOUR efforts to form a business relationship with APPLICANT and/or MRS. CARTER.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 8:**

All DOCUMENTS and COMMUNICATIONS between YOU and APPLICANT RELATING TO YOUR efforts to sell the BLUE IVY MARK to APPLICANT.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or

time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 9:**

ALL DOCUMENTS and COMMUNICATIONS between YOU and APPLICANT, RELATING TO the BLUE IVY CARTER MARK and/or the BLUE IVY MARK.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Without waiving any of its objections, Blue Ivy will use good faith efforts to produce non-privileged documents in compliance with this request.

**Request for Production of Documents No. 10:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services marketed or sold prior to January 22, 2016 bearing the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 11:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services marketed or sold on or after January 22, 2016 bearing the BLUE IVY MARK.

**Response:**

Blue Ivy objects Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 12:**

All DOCUMENTS and COMMUNICATIONS RELATED TO YOUR knowledge of the BLUE IVY CARTER MARK, including without limitation when you first learned of the birth of Blue Ivy Carter.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to your knowledge,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 13:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services for which YOU had plans existing prior to January 22, 2016 to sell those goods and/or services using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.



Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 14:**

DOCUMENTS and COMMUNICATIONS sufficient to show all goods and services for which YOU had plans existing on or after January 22, 2016 to sell those goods and/or services using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show.”

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 15:**

DOCUMENTS sufficient to show the PERSONS responsible for the creation, production, manufacture, sale, research, design, rendering, marketing and/or advertising of products or services offered, sold, disseminated, demonstrated, conducted, broadcast, aired, or shown, or intended to be offered, sold, disseminated, demonstrated, conducted, broadcast, aired or shown, in connection with the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 16:**

All DOCUMENTS RELATED TO any and all domain names that YOU own or CONTROL, or previously owned or CONTROLLED, that contain the words “Blue Ivy” or any variations or abbreviations of those words.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 17:**

DOCUMENTS sufficient to show any change in Internet traffic to the website [www.BlueIvyEvents.com](http://www.BlueIvyEvents.com) on or after January 7, 2012.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 18:**

DOCUMENTS sufficient to show any change in volume of YOUR business on or after January 7, 2012.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 19:**

All DOCUMENTS and COMMUNICATIONS RELATED TO YOUR

application for and registration of the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 20:**

All DOCUMENTS RELATED TO any trademark searches, clearance analyses, studies, reports, and/or investigations conducted by YOU or on YOUR behalf in connection with YOUR selection, adoption, and/or use of the BLUE IVY MARK.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 21:**

All DOCUMENTS and COMMUNICATIONS RELATED TO rebranding or changing the name of YOUR business on or after January 7, 2012.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 22:**

All COMMUNICATIONS with retailers, vendors, customers, and/or potential customers RELATING TO any and all goods and services offered, advertised, sold, or otherwise promoted or used by YOU in connection with the BLUE IVY MARK from January 1, 2012 to present.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 23:**

All DOCUMENTS and COMMUNICATIONS with retailers, vendors, customers, and/or potential customers RELATING TO the BLUE IVY CARTER MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad and not reasonably limited in scope or time. To comply with this request would be an undue burden on Blue Ivy. Additionally, although Applicant defines “relating to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 24:**

DOCUMENTS sufficient to show when YOU first used the BLUE IVY MARK in connection with the offering, advertisement, sales, or promotion of any of YOUR goods or services.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 25:**

DOCUMENTS sufficient to show any business plans, budgets, or financial projections prepared by YOU or at YOUR request RELATED TO use of the BLUE IVY MARK in connection with any goods or services, other than those in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 26:**

DOCUMENTS sufficient to show YOUR attempts to sell, monetize, or otherwise earn revenue from any good or service using the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 27:**

DOCUMENTS sufficient to show any revenue YOU have derived from any good or service offered, advertised, sold, or otherwise promoted using the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 28:**

DOCUMENTS sufficient to show YOUR anticipated future revenues generated by any good or service offered, advertised, sold, or otherwise promoted or used by using the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 29:**

All DOCUMENTS RELATED TO any and all past, current, and/or future intended advertising or marketing for each good or service offered, advertised, sold, or otherwise promoted or used by YOU in connection with the BLUE IVY MARK, other than in INTERNATIONAL CLASS 35 and INTERNATIONAL CLASS 41.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 30:**

All DOCUMENTS RELATED TO any discussion or decision by YOU to cease use of the BLUE IVY MARK, from January 1, 2012 to present.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 31:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 003 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 32:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 006 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 33:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 009 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 34:**



All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 010 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 35:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 012 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 36:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 016 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 37:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 018 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 38:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 020 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 39:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 021 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 40:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 022 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects to the extent that the request is irrelevant to the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

**Request for Production of Documents No. 41:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 023 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects to the extent that the request is irrelevant to the subject matter of this matter, and the information sought is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is

vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

**Request for Production of Documents No. 42:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any and all past, current, and/or future business plans to sell goods in INTERNATIONAL CLASS 028 using the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 43:**

All DOCUMENTS RELATED TO any other litigation, opposition, or other dispute involving a trademark for which YOU have filed an application with the USPTO.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 44:**

All DOCUMENTS RELATED TO any settlement agreements between YOU and any third party arising from any other litigation, opposition, or other dispute involving a trademark for which YOU have filed an application with the USPTO.

**Response:**

Blue Ivy objects to the extent that the request calls for or discloses confidential settlement communications under Federal Rule of Evidence 408(1)(a). Evidence of “furnishing promising, or offering . . . a valuable consideration in compromising or attempting to compromise the claim” is not admissible “either to prove or disprove the validity or amount of a disputed claim . . .”

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 45:**

All DOCUMENTS RELATED TO any actual or potential confusion between the BLUE IVY MARK (or any and all goods and services offered, advertised, sold, or otherwise promoted or used by YOU in connection with the BLUE IVY MARK), on the one hand, and the BLUE IVY CARTER MARK (or goods and services marketed or sold under that mark), on the other hand, including any misdirected phone calls, mail, emails, or inquiries RELATED TO whether YOU (or any of YOUR products) are or were associated with, sponsored by, or in any manner connected with the BLUE IVY CARTER MARK and/or APPLICANT and/or MRS. CARTER or MR. CARTER.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 46:**

All DOCUMENTS RELATED TO any actual or potential connection, affiliation, or association between YOU and APPLICANT and/or the BLUE IVY CARTER MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” and “potential connection, affiliation, or association,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Additionally, although Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 47:**

All DOCUMENTS RELATED TO any consumer surveys conducted by YOU or at YOUR request RELATING TO any actual or potential connection, confusion, affiliation, or association between YOU and APPLICANT and/or MRS. CARTER or MR. CARTER.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “relating to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 48:**

DOCUMENTS sufficient to show any and all logos or labels that YOU have ever used or considered using in connection with YOUR goods and services marketed or sold under or in connection with the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 49:**

DOCUMENTS sufficient to show all of YOUR goods and services and the retail package sizes for each such good or service presently sold under the BLUE IVY MARK.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “sufficient to show,” overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 50:**

All DOCUMENTS RELATED TO any web page(s) or site(s) on which YOUR goods and services are marketed or sold under or in connection with the BLUE IVY MARK that also reference MRS. CARTER, MR. CARTER, or Blue Ivy Carter.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 51:**

All DOCUMENTS and COMMUNICATIONS RELATED TO any press reports, including, but not limited to, press releases and video or audio recordings of TV or radio coverage, of YOU or YOUR goods and services under the BLUE IVY MARK that mention Blue Ivy Carter, the BLUE IVY CARTER MARK, MRS. CARTER, or MR. CARTER.

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 52:**

All DOCUMENTS RELATED TO YOUR contention that “at the time of filing the [APPLICANT]’s [2016] Application, [APPLICANT]’s intention remained the same as what was expressed in the Vanity Fair Article, which was to file for a trademark only ‘so that no one else could.’”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to” and “potential connection, affiliation, or association,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.



**Request for Production of Documents No. 53:**

ALL DOCUMENTS RELATED TO YOUR contention that “[a]t the time of filing, APPLICANT did not have the requisite bona fide intent to use the BLUE IVY CARTER MARK.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to” and “potential connection, affiliation, or association,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 54:**

ALL DOCUMENTS RELATED TO YOUR contention that the BLUE IVY MARK “is unique and distinctive.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to” and “potential connection, affiliation, or association,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 55:**

ALL DOCUMENTS RELATED TO YOUR contention that “Consumers in the United States associate Opposer’s BLUE IVY [MARK] as identifying goods or services emanating exclusively from Opposer.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to” and “potential connection, affiliation, or association,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 56:**

All DOCUMENTS RELATED TO YOUR contention that “[OPPOSER] also owns common law rights in the United States for BLUE IVY for entertainment-related services.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 57:**

All DOCUMENTS RELATED TO YOUR contention that the “[BLUE IVY CARTER MARK] is substantially similar to [OPPOSER’s BLUE IVY MARK] in sight, sound, meaning and overall commercial impression.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 58:**

All DOCUMENTS RELATED TO YOUR contention that “[APPLICANT]’s designated categories of goods and services and [OPPOSER]’s goods and services are similar and likely to be sold in the same channels of trade and to the same customers.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 59:**

All DOCUMENTS RELATED TO YOUR contention that “[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 60:**

All DOCUMENTS RELATED TO YOUR contention that “[APPLICANT] has knowingly made false, material misrepresentations of fact to the USPTO.”

**Response:**

Blue Ivy objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

**Request for Production of Documents No. 61:**

All DOCUMENTS not otherwise requested herein that were relied on, referred to, or used by YOU in preparing responses to these REQUESTS, Applicant’s First Set of Interrogatories, or Applicant’s First Set of Requests for Admission.

**Response:**

Blue Ivy objects to the extent that the request calls for attorney-client privileged communications and attorney work product, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to,” overbroad, unduly burdensome, and not reasonably limited in scope or time. Applicant defines “related to” in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy will produce all responsive and non-privileged documents in its possession, custody or control that it is able to locate after conducting a reasonable search.

Date: September 20, 2017

LAW OFFICE OF RYAN E. HATCH

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of this **OPPOSER'S OBJECTIONS AND  
RESPONSES TO APPLICANT'S FIRST SET OF REQUESTS FOR  
PRODUCTION TO OPPOSER BLUE IVY**

has been served upon:

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via email on September 20, 2017.

/ Ryan E. Hatch /  
\_\_\_\_\_  
Ryan E. Hatch  
Law Office of Ryan E. Hatch, P.C.  
Attorney for Opposer

Exhibit H to the Declaration of Jonathan  
R. Sandler

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Application Serial No. 86/883,293: BLUE IVY CARTER

Published in the Official Gazette of January 10, 2017 in all designated  
classed (International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35,  
and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

**OPPOSER'S OBJECTIONS AND RESPONSES TO APPLICANT'S FIRST SET  
OF INTERROGATORIES TO OPPOSER BLUE IVY**

Blue Ivy, the Opposer in the above captioned action, ("Opposer"), through its undersigned attorney, and pursuant to Rule 33 of the Federal Rules of Civil Procedure, hereby respond to Applicant's First Set of Requests for Production of Documents to Opposer Blue Ivy.

**GENERAL OBJECTIONS**

Each of Opposer's responses, in addition to any specifically stated objections, is subject to and incorporates the following general responses and objections. The assertion of the same, similar, or additional objections, or a partial response to any individual request does not waive any of Opposer's general responses and objections.

1. Opposer expressly reserves its right to supplement or modify these responses with such pertinent information as they may hereafter discover or as may be informed by the opinions of experts retained by the parties to testify in the trial of this matter, and will do so to the extent required by the Federal Rules of Civil Procedure.



Opposer expressly reserves the right to rely on, at any time, including trial, subsequently discovered documents and/or materials that have been produced promptly upon discovery.

2. Opposer objects to Definition No. 1 (“OPPOSER,” “BLUE IVY,” “YOU,” and “YOUR”) as overbroad and unduly burdensome. Opposer will not respond with respect to attorneys, accountants or other third parties.

3. Opposer objects to Definition No. 6 (“ELECTRONICALLY STORED INFORMATION”) as overbroad and unduly burdensome, and will respond with documents that are reasonably accessible.

4. Opposer objects to Definitions No. 10 (“RELATE TO,” “RELATING TO” OR “RELATED TO”) and No. 32 as overbroad and unduly burdensome. Opposer will construe the defined terms according to what they mean in the English language.

5. Opposer objects to Definition Nos. 26-29 (“IDENTIFY”) as overbroad and unduly burdensome, and containing multiple subparts. Opposer will construe the defined terms according to what they mean in the English language.

6. Opposer objects to the “Instructions” as imposing duties beyond the scope of the applicable rules, including the Federal Rules of Civil Procedure and the Code of Federal Regulations. Opposer will respond based on the applicable rules.

7. Opposer objects to any request to the extent that it purports to impose upon it any obligation beyond those imposed by the Federal Rules of Civil Procedure, including, but not limited to, any request that exceeds the scope of the Federal Rules of Civil Procedure.

### **SPECIFIC RESPONSES**

#### **Interrogatory No. 1:**

IDENTIFY all PERSONS with information RELATED TO the BLUE IVY MARK’s creation, consideration, design, development, selection, adoption, registration, or ownership.

#### **Response:**

Blue Ivy objects to the extent that the interrogatory contains eight discrete subparts.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows.

With respect to subpart 1: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's creation:

Veronica Morales

With respect to subpart 2: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's consideration:

Veronica Morales

With respect to subpart 3: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's design:

Veronica Morales

With respect to subpart 4: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's development:

Veronica Morales

With respect to subpart 5: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's selection:

Veronica Morales

With respect to subpart 6: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's adoption:

Veronica Morales

With respect to subpart 7: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's registration:

Veronica Morales

Raj Abhyanker

Maryam Nemazie

With respect to subpart 8: Blue Ivy identifies the following persons with information related to the Blue Ivy Mark's ownership:

Veronica Morales

Raj Abhyanker

Maryam Nemazie

**Interrogatory No. 2:**

IDENTIFY all COMMUNICATIONS and DOCUMENTS, RELATED TO the IVY MARK's creation, consideration, design, development, selection, adoption, registration, or ownership.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains eight discrete subparts. Blue Ivy also objects on the grounds that the request is vague and ambiguous as to "related to," overbroad, unduly burdensome, and not reasonably limited in scope or time. Although Applicant defines "related to" in Instruction No. 12, the definition is so broad that it does not place any meaningful limitation on the scope of the request.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows.

With respect to subpart 1: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's creation: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 2: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's consideration: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 3: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's design: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 4: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's development: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 5: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's selection: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 6: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's adoption: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 7: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's registration: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

With respect to subpart 8: Blue Ivy identifies the following communications and documents related to the Blue Ivy Mark's ownership: Bates Nos. 297-322, 499, 513-515, 523, 524, 532-534, 537-539, and 569-572.

**Interrogatory No. 3:**

IDENTIFY all PERSONS who have or have had any involvement in the marketing, promotion, or sale of goods or services in connection with the BLUE IVY MARK.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy identifies the following persons who have or have had any involvement in the marketing, promotion, or sale of goods or service in connection with the Blue Ivy Mark:

Veronica Morales

**Interrogatory No. 4:**

IDENTIFY all goods and services that have ever been sold, offered for sale, promoted, or marketed in connection with the BLUE IVY MARK, including (1) all geographic locations and online platforms where those goods or services have been offered for sale, sold, promoted, or marketed and (2) whether such goods or services are presently being offered for sale, promoted, or marketed.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains three discrete subparts. Blue Ivy also objects on the grounds that the request is overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

With respect to subpart 1: Blue Ivy identifies the following goods and services as being offered for sale, sold, promoted and marketed in connection with the BLUE IVY MARK in response to this interrogatory:

1. Wedding planning services
2. Party and social event planning services, including, but not limited to:
  - a. anniversaries,
  - b. baby showers,
  - c. bachelor/bachelorette parties,
  - d. birthdays,
  - e. black tie events,
  - f. bridal showers,
  - g. communions,
  - h. family vacations,
  - i. graduations,
  - j. holidays,
  - k. retreats,
  - l. reunions,
  - m. funeral memorials
  - n. surprise parties, and
  - o. theme parties.
3. Business and corporate event planning services, including, but not limited to,
  - a. meeting planning,
  - b. conference planning,
  - c. strategic marketing,
  - d. trade shows,
  - e. expos,
  - f. consumer promotions, and
  - g. concierge services.

With respect to subpart 2: All of the above listed services are offered nationally and internationally, including, but not limited to, Australia, Paris, Monaco and London, at [www.blueivyevents.com](http://www.blueivyevents.com) and on Blue Ivy's social media channels, including its Facebook page located at <https://www.facebook.com/BlueIvyEvents/>, its Twitter account located at <https://twitter.com/blueivyevents>, and its Instagram account located at @blueivyevents

With respect to subpart 3: All of the above listed services are presently offered by Blue Ivy.

**Interrogatory No. 5:**

For each good or service identified in RESPONSE to INTERROGATORY No. 4, IDENTIFY YOUR monthly sales volume for each respective good or service by unit and dollar amount.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains six discrete subparts. Blue Ivy also objects to the extent that the interrogatory is unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

With respect to subpart 1: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by unit for its wedding planning services, and will supplement this response with further information.

With respect to subpart 2: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by unit for its party and social event planning services, and will supplement this response with further information.

With respect to subpart 3: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by unit for its business and corporate event planning services, and will supplement this response with further information.

With respect to subpart 4: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by dollar amount for its wedding planning services, and will supplement this response with further information.

With respect to subpart 5: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by dollar amount for its party and social event planning services, and will supplement this response with further information.

With respect to subpart 6: Blue Ivy is currently investigating whether it has information regarding its monthly sales volume by dollar amount for its business and corporate event planning services, and will supplement this response with further information.

**Interrogatory No. 6:**

Describe the circumstances under which YOU first became aware of the BLUE IVY CARTER MARK.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy first became aware of the BLUE IVY CARTER MARK from conducting internet searches for the search term “Blue Ivy” after learning of the birth of Blue Ivy Carter. Additionally, Ms. Morales’ received messages from third parties through her personal Facebook account alerting her of the BLUE IVY CARTER MARK.

**Interrogatory No. 7:**

Describe the circumstances under which YOU first became aware of Blue Ivy Carter.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy first became aware of Blue Ivy Carter after Ms. Morales’ husband discovered Blue Ivy Carter’s birth announcement. Additionally, Ms. Morales’ received messages from third parties through her personal Facebook account alerting her of the BLUE IVY CARTER MARK.

**Interrogatory No. 8:**

IDENTIFY all PERSONS with knowledge or information RELATED TO the circumstances under which YOU first became aware of the BLUE IVY CARTER MARK.

**Response:**

Blue Ivy also objects on the grounds that the request is vague and ambiguous as to “related to the circumstances.”

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy identifies the following persons with knowledge or information related to the circumstances under which Blue Ivy first became aware of the Blue Ivy Carter Mark:

Veronica Morales

**Interrogatory No. 9:**

State all facts and circumstances RELATING TO YOUR offer(s) to sell the BLUE IVY MARK to APPLICANT.

**Response:**

Blue Ivy objects to the extent that the request calls for or discloses confidential settlement communications under Federal Rule of Evidence 408(1)(a). Evidence of “furnishing promising, or offering . . . a valuable consideration in compromising or attempting to compromise the claim” is not admissible “either to prove or disprove the validity or amount of a disputed claim . . .”

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: The Parties met and conferred on May 18, 2017. During the meet and confer, Blue Ivy’s counsel gave a presentation to Applicant’s counsel regarding the potential sale and assignment of the BLUE IVY MARK and the goodwill associated with the BLUE IVY MARK to Applicant.

**Interrogatory No. 10:**

State all facts and circumstances RELATING TO YOUR desire to enter into a commercial relationship with APPLICANT to sell goods and services using either the BLUE IVY MARK or the BLUE IVY CARTER MARK.

**Response:**

Blue Ivy objects to the extent that the interrogatory calls for or discloses confidential settlement communications under Federal Rule of Evidence 408(1)(a). Evidence of “furnishing promising, or offering . . . a valuable consideration in compromising or attempting to compromise the claim” is not admissible “either to prove or disprove the validity or amount of a disputed claim . . .”

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: The Parties met and conferred on May 18, 2017. During the meet and confer, Blue Ivy’s counsel gave a presentation to Applicant’s counsel regarding the potential sale and assignment of the BLUE IVY MARK to Applicant and sale of the goodwill associated with the BLUE IVY MARK to Applicant.

**Interrogatory No. 11:**

IDENTIFY all products and services that you currently market in the following



international classes:

- a. INTERNATIONAL CLASS 003
- b. INTERNATIONAL CLASS 006
- c. INTERNATIONAL CLASS 009
- d. INTERNATIONAL CLASS 010
- e. INTERNATIONAL CLASS 012
- f. INTERNATIONAL CLASS 016
- g. INTERNATIONAL CLASS 018
- h. INTERNATIONAL CLASS 020
- i. INTERNATIONAL CLASS 021
- j. INTERNATIONAL CLASS 024
- k. INTERNATIONAL CLASS 026
- l. INTERNATIONAL CLASS 028

**Response:**

Blue Ivy objects to the extent that the interrogatory contains twelve discrete subparts. Blue Ivy also objects on the grounds that the request is overbroad, unduly burdensome, and not reasonably limited in scope or time.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

- a. With respect to subpart 1: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of cosmetics, soaps, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- b. With respect to subpart 2: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of metal

goods, key chains, keepsakes, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

- c. With respect to subpart 3: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of electrical apparatuses, DVDs, CDs, audio visual recordings, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- d. With respect to subpart 4: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of medical apparatuses, baby teething rings, etc., beyond its use within the categories of Wedding planning services, Party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- e. With respect to subpart 5: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of vehicles, baby carriages, strollers, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

- f. With respect to subpart 6: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of paper goods and printed matter, stationary, books, stickers, gift bags, post cards, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- g. With respect to subpart 7: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of leather goods, leather bags, wallets, key chains, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- h. With respect to subpart 8: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of furniture, picture frames, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- i. With respect to subpart 9: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of housewares, glassware, mugs, utensils, etc., beyond its use within the

categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

- j. With respect to subpart 10: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of fabrics, textiles, table cloths, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- k. With respect to subpart 11: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of lace, embroidery, buttons, ribbon, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.
- l. With respect to subpart 12: Blue Ivy has from its inception intended to expand its brand into many different product and service areas. Due to the issues of confusion caused by Applicant's purported intent to use its Blue Ivy Carter Mark, Blue Ivy has not yet been able to expand fully into the category of toys, games, etc., beyond its use within the categories of wedding planning services, party and social event planning services, and business and corporate event planning services. However, Blue Ivy has used goods and services in these categories as reflected in its document production.

**Interrogatory No. 12:**

Describe the marketing channels in which YOU have ever used the BLUE IVY MARK, including present use.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy uses the BLUE IVY MARK in the marketing channels of wedding planning services, party and event planning services, and business and corporate event planning services, and the other various categories identified in its response to Interrogatory No. 11.

**Interrogatory No. 13:**

Describe the advertising channels in which YOU have ever used the BLUE IVY MARK, including present use.

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy uses the BLUE IVY MARK in the marketing channels of wedding planning services, party and event planning services, and business and corporate event planning services, and the other various categories identified in its response to Interrogatory No. 11.

**Interrogatory No. 14:**

State all facts supporting YOUR contention that “At the time of filing, APPLICANT did not have the requisite bona fide intent to use the BLUE IVY CARTER MARK.”

**Response:**

Blue Ivy objects on the grounds that this request is unduly burdensome as it asks for information already available in the public record and in previous pleadings in this action.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Applicant had previously filed an intent-to-use application for the BLUE IVY CARTER MARK in 2012. Opposition ¶ 13. For a period of two years following the filing, Applicant filed five extensions requesting additional time to file its statement of use for the BLUE IVY CARTER MARK. Opposition ¶ 16. Applicant never made any showing of actual use of the mark in commerce, and ultimately abandoned its application for the BLUE IVY CARTER MARK on February 22, 2016. Opposition ¶ 17.

Additionally, Mr. Carter stated in the Vanity Fair Article described in Blue Ivy's Complaint that he and Mrs. Carter trademarked BLUE IVY CARTER "merely so no one else could." Opposition ¶ 20.

Additionally, Applicant has not produced any evidence of intent to use in response to Blue Ivy's discovery requests on this issue.

**Interrogatory No. 15:**

State all facts supporting YOUR contention that "Consumers in the United States associate [OPPOSER's BLUE IVY MARK] as identifying goods or services emanating exclusively from [OPPOSER]."

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy prominently features the BLUE IVY MARK throughout its internet presence, including, but not limited to, featuring the MARK on its website, Facebook page, and Twitter account. Blue Ivy also prominently features the BLUE IVY MARK on all of its marketing and promotional materials, including, but not limited to, its marketing brochures, its coupons, in its online advertisements.

**Interrogatory No. 16:**

State all facts supporting YOUR contention that "[APPLICANT]'s designated categories of goods and services and [OPPOSER]'s goods and services are similar and likely to be sold in the same channels of trade and to the same customers."

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 4 as if fully set forth herein.

**Interrogatory No. 17:**

State all facts supporting YOUR contention that "[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like."

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 4 as if fully set forth herein.

**Interrogatory No. 18:**

IDENTIFY all DOCUMENTS supporting YOUR contention that “[OPPOSER] has used, or intends to use, its [BLUE IVY MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 4 as if fully set forth herein.

**Interrogatory No. 19:**

State all facts supporting YOUR contention that “Use by [APPLICANT] of the applied for mark for the services set forth in [APPLICANT]’s Application is likely to result in confusion with [OPPOSER], or in the belief that [APPLICANT] or its services are in some way legitimately connected with, sponsored by, or licensed or approved by, [OPPOSER].”

**Response:**

Blue Ivy objects to the extent that the interrogatory contains two discrete subparts. Blue Ivy also objects on the grounds that the interrogatory calls for premature expert testimony.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows.

With respect to subpart 1: Blue Ivy’s contention that Applicant’s use is likely to result in consumer confusion, and has actually resulted in confusion, is supported by the following non-exclusive examples: Blue Ivy has received numerous inquiries in the years following Blue Ivy Carter’s birth, including phone calls requesting to speak with BLUE IVY CARTER or Beyoncé, and Facebook messages on Blue Ivy’s Facebook page. Additionally, Blue Ivy became aware of a third party who was using Blue Ivy’s logo

without authorization on a Facebook page that was dedicated to Blue Ivy Carter. Blue Ivy was also included in many unauthorized news articles and other online publications about BLUE IVY CARTER. These articles would hyperlink to Blue Ivy's website and other social media pages. Blue Ivy's Facebook page also almost immediately received an increase in fans from the African continent. Many members of the general public believe that the Carter's are members of the so-called "Illuminati," and the name of their daughter spelled backwards is "Eulb Yvi" which in Latin is translated into "Lucifer's Daughter." This has caused harm to Blue Ivy and creates a very negative association in the minds of the public. Additionally, Blue Ivy's social media posts (such as on Facebook) are not naturally shared with the correct audience, meaning that to reach the correct audience.

Additionally, with reference to FRCP 33(d), Blue Ivy has produced documents showing evidence of the foregoing consumer confusion.

With respect to subpart 2: Blue Ivy's contention that Applicant's use is likely to result in the belief that Applicant is connected with, sponsored by, or licensed or approved by Blue Ivy: Blue Ivy has received numerous inquiries in the years following Blue Ivy Carter's birth, including phone calls requesting to speak with BLUE IVY CARTER or Beyoncé, and Facebook messages on Blue Ivy's Facebook page. Additionally, Blue Ivy became aware of a third party who was using Blue Ivy's logo without authorization on a Facebook page that was dedicated to Blue Ivy Carter. Blue Ivy was also included in many unauthorized news articles and other online publications about BLUE IVY CARTER. These articles would hyperlink to Blue Ivy's website and other social media pages. Many members of the general public believe that the Carter's are members of the so-called "Illuminati," and the name of their daughter spelled backwards is "Eulb Yvi" which in Latin is translated into "Lucifer's Daughter." This has caused harm to Blue Ivy and creates a very negative association in the minds of the public. Additionally, Blue Ivy's social media posts (such as on Facebook) are not naturally shared with the correct audience, meaning that to reach the correct audience.

Additionally, with reference to FRCP 33(d), Blue Ivy has produced documents showing evidence of the foregoing consumer confusion.

**Interrogatory No. 20:**



State all facts supporting YOUR contention that “[APPLICANT]’s use and registration of [the BLUE IVY CARTER MARK] is likely to cause confusion, deception, and/or mistake with [OPPOSER’s BLUE IVY MARK].”

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 19 and its subparts as if fully set forth herein.

**Interrogatory No. 21:**

State all facts supporting YOUR contention that “If allowed to proceed, [APPLICANT]’s use and registration of [the BLUE IVY CARTER MARK] will interfere with [OPPOSER’s BLUE IVY MARK], and damage [OPPOSER], its business and its goodwill.”

**Response:**

Blue Ivy objects on the basis that the interrogatory calls for a premature damages expert report.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the response to Interrogatory No. 19 and its subparts as if fully set forth herein.

**Interrogatory No. 22:**

State all facts supporting YOUR contention that “APPLICANT has knowingly made false, material misrepresentations of fact to the USPTO.”

**Response:**

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows: Blue Ivy incorporates by reference the entirety of response to Interrogatory No. 14 as if fully incorporated herein.

**Interrogatory No. 23:**

IDENTIFY all persons who have knowledge RELATED TO any of the RESPONSES to these INTERROGATORIES and/or who have assisted in the preparation of YOUR RESPONSES to these INTERROGATORIES.

**Response:**

Blue Ivy objects to the extent that the interrogatory contains two discrete subparts. Blue Ivy objects to the extent that the interrogatory calls for attorney-client privileged communications, and is not reasonably calculated to lead to the discovery of admissible evidence. Blue Ivy also objects to the extent that the request is impermissibly compound.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

With respect to subpart 1: Blue Ivy identifies the following person as having knowledge related to any of the responses:

Veronica Morales

With respect to subpart 2: Veronica Morales has assisted Blue Ivy in the preparation of these responses.

**Interrogatory No. 24:**

If YOU deny, either in whole or in part, any request for admission served by the defendants, state all facts and IDENTIFY all COMMUNICATIONS and DOCUMENTS that form the basis for each such denial or partial denial.

**Response:**

Blue Ivy objects to the extent that this interrogatory contains numerous discrete subparts, and in combination with the above interrogatories, exceeds the 75 interrogatory limit. Blue Ivy also objects on the grounds that the request is overbroad, unduly burdensome, and not reasonably limited in scope or time. Accordingly, Blue Ivy has limited its below response to the limit imposed by the Federal Rules of Civil Procedure and the Code of Federal Regulations.

Subject to and without waiving any of its objections, Blue Ivy answers this interrogatory as follows:

1. Blue Ivy denies Request for Admission No. 5. Blue Ivy denies this request because it possesses documents included in its production that support its contention that “[OPPOSER] has used, or intends to use, its BLUE IVY [MARK] on goods and services that overlap extensively with the categories of goods that [APPLICANT] has designated, such as fragrances, cosmetics, audio and video recordings and productions, consumer goods, party favors, baby products, bags, accessories, and the like.”

2. Blue Ivy denies Request for Admission No. 6. Blue Ivy denies this request because prior to May 25, 2017 it had consulted with a brand consultant regarding the use of the BLUE IVY MARK in connection with goods and services in international classes other than INTERNATIONAL CLASSES 035 and 041.

3. Blue Ivy denies Request for Admission No. 7. Blue Ivy denies this request because prior to May 25, 2017 it had consulted with a brand consultant regarding the use of the BLUE IVY MARK.

4. Blue Ivy denies Request for Admission No. 8. Blue Ivy denies this request because prior to May 25, 2017 it had consulted with a brand consultant regarding abandonment of the BLUE IVY MARK and relaunching of its existing business under a new mark.

5. Blue Ivy denies Request for Admission No. 9. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 003 for numerous events, including, but not limited to, weddings, bridal showers, and bachelorette parties.

6. Blue Ivy denies Request for Admission No. 10. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 006 for numerous events, including, but not limited to, weddings, birthday parties, bridal showers, and bachelorette parties.

7. Blue Ivy denies Request for Admission No. 11. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 009 for numerous events, including, but not limited to weddings, birthday parties, and corporate events.

8. Blue Ivy denies Request for Admission No. 12. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 010 for numerous events, including, but not limited to, baby showers.

9. Blue Ivy denies Request for Admission No. 13. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 012 for numerous events, including, but not limited to baby showers and children's birthday parties.

10. Blue Ivy denies Request for Admission No. 14. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 016 for numerous events, including, but not limited to, weddings, bridal showers, baby showers, birthday parties, and corporate events.

11. Blue Ivy denies Request for Admission No. 15. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 018 for numerous events, including, but not limited to,

12. Blue Ivy denies Request for Admission No. 16. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 020 for numerous events, including, but not limited to weddings, bachelor parties, bachelorette parties, and anniversaries.

13. Blue Ivy denies Request for Admission No. 17. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 021 for numerous events, including, but not limited to, weddings, corporate events, birthday parties, and consumer promotions.

14. Blue Ivy denies Request for Admission No. 18. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 024 for numerous events, including, but not limited to, weddings, bridal showers, baby showers, birthday parties, and corporate events.

15. Blue Ivy denies Request for Admission No. 19. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 026 for numerous events, including, but not limited to, weddings, bridal showers, baby showers, birthday parties, and bachelorette parties.

16. Blue Ivy denies Request for Admission No. 20. Blue Ivy denies this request because prior to May 25, 2017, it had used the BLUE IVY MARK in connection with goods in INTERNATIONAL CLASS 028 for numerous events, including, but not limited to, bridal showers, baby showers, and children's birthday parties.

17. Blue Ivy denies Request for Admission No. 26. Blue Ivy denies this request because the ARTCILE inaccurately stated that Ms. Morales thought BLUE IVY CARTER, “should even be the face of the company.” Ms. Morales never thought or communicated that she believed BLUE IVY CARTER should be the face of Blue Ivy.

18. Blue Ivy partially denies Request for Admission No. 30. Blue Ivy partially denies this request because Blue Ivy admits that a third party did not perform a VALUATION of BLUE IVY between January 1, 2017 and May 25, 2017, but denies that the company is not worth at or above \$10 million.

Blue Ivy objects to all further subparts and does not respond to them on the basis that Applicant has exceeded the limit of 75 interrogatories, including subparts.

Date: September 20, 2017

LAW OFFICE OF RYAN E. HATCH

By: / Ryan E. Hatch /

Ryan E. Hatch  
13323 W. Washington Blvd., Suite 100  
Telephone: (310) 435-6374  
Facsimile: (312) 693-5328  
Email: [ryan@ryanehatch.com](mailto:ryan@ryanehatch.com)

*Attorney for Opposer*

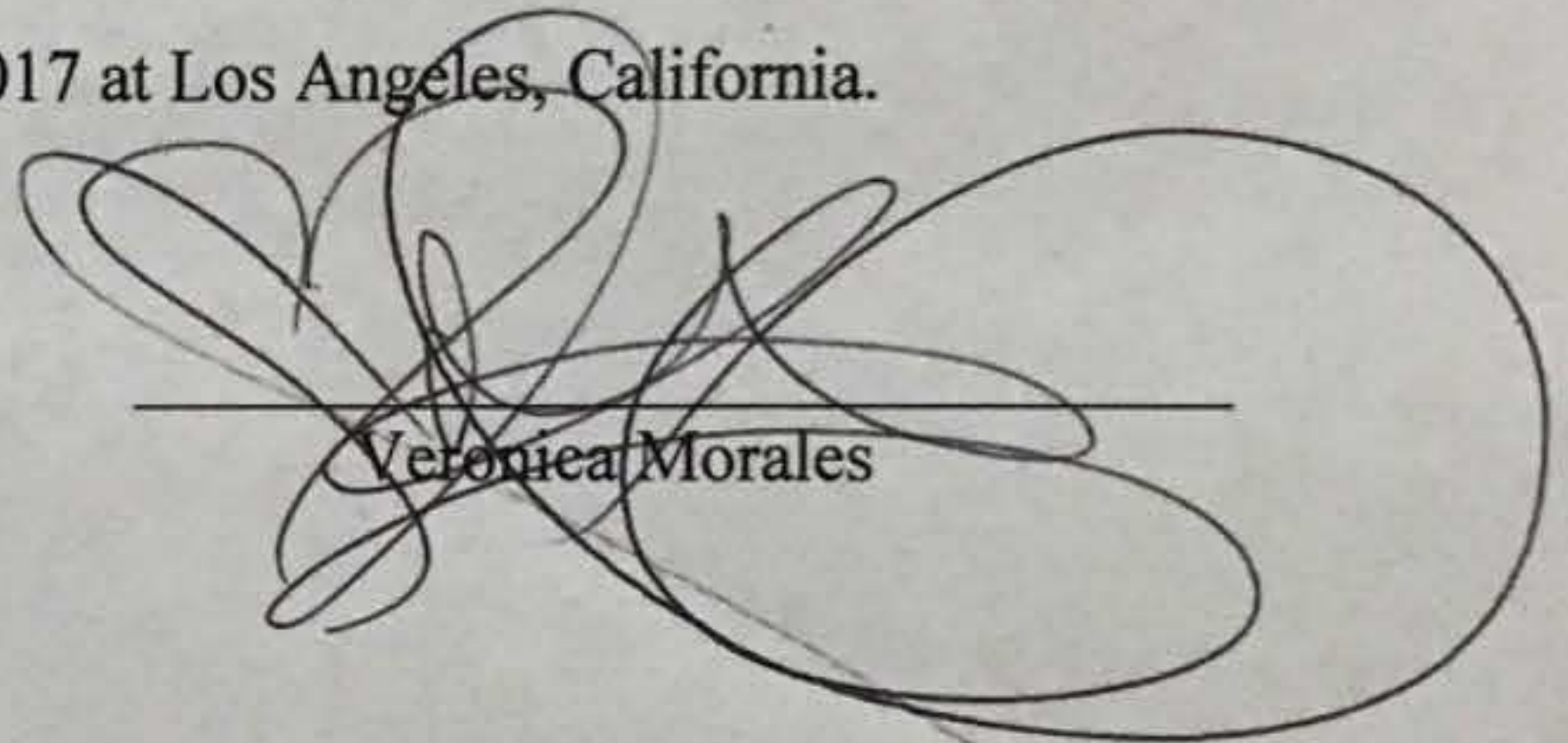


## VERIFICATION

I, Veronica Morales, declare as follows:

I am CEO and Blue Ivy, the Opposer in this action. I have read the foregoing document **Opposer's Objections and Responses to Applicant's First Set of Interrogatories to Opposer Blue Ivy.** The factual answers stated therein are true and correct of my own personal knowledge. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 22<sup>nd</sup> day of September, 2017 at Los Angeles, California.



Veronica Morales

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of this **OPPOSER'S OBJECTIONS AND  
RESPONSES TO APPLICANT'S FIRST SET OF INTERROGATORIES TO  
OPPOSER BLUE IVY**

has been served upon:

Marvin S. Putnam (Bar No. 212839)  
LATHAM & WATKINS LLP  
10250 Constellation Boulevard, Suite 1100  
Los Angeles, California 90067  
Telephone: +1.424.653.5500  
Facsimile: +1.424.653.5501  
[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)

Laura R. Washington (Bar No. 266775)  
LATHAM & WATKINS LLP  
10250 Constellation Boulevard, Suite 1100  
Los Angeles, California 90067  
Telephone: +1.424.653.5500  
Facsimile: +1.424.653.5501  
[Laura.Washington@lw.com](mailto:Laura.Washington@lw.com)

via email on September 22, 2017.

/ Ryan E. Hatch /  
\_\_\_\_\_  
Ryan E. Hatch  
Law Office of Ryan E. Hatch, P.C.  
Attorney for Opposer

Exhibit I to the Declaration of Jonathan  
R. Sandler



---

**From:** Sandler, Jonathan (CC)  
**Sent:** Monday, October 9, 2017 4:37 PM  
**To:** Ryan Hatch  
**Cc:** Putnam, Marvin (CC); Washington, Laura (CC); Swartz, Gregory (LA); alan@alansege.com; tara@alansege.com  
**Subject:** RE: Potentially Privileged Document

Hi Ryan,

Thank you for providing your position. We can confirm that the document has now been deleted from our files. To ensure there is no confusion, it is not BGK's position that the document is privileged. Instead, our colleague believed that the document might be privileged in light of Blue Ivy's response to BGK's RFP No. 7. We, therefore, brought the document to your attention in an abundance of caution and in accordance with our ethical obligations.

Thanks,  
Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**  
10250 Constellation Blvd. Suite 1100  
Los Angeles, CA 90067  
Direct Dial: +1.424.653.5574  
Fax: +1.424.653.5501  
Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)  
<http://www.lw.com>

---

**From:** Ryan Hatch [mailto:ryan@ryanehatch.com]  
**Sent:** Monday, October 9, 2017 3:14 PM  
**To:** Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>  
**Cc:** Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Washington, Laura (CC) <Laura.Washington@lw.com>; Swartz, Gregory (LA) <Gregory.Swartz@lw.com>; alan@alansege.com; tara@alansege.com  
**Subject:** RE: Potentially Privileged Document

Jonathan,

We agree that this is a privileged document and thank you for flagging it. Please delete from your files.

Best,

Ryan E. Hatch  
Work: 310-279-5076  
Cell: 310-435-6374

---

**From:** [Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com) [mailto:Jonathan.Sandler@lw.com]  
**Sent:** Monday, October 9, 2017 2:53 PM  
**To:** Ryan Hatch <[ryan@ryanehatch.com](mailto:ryan@ryanehatch.com)>  
**Cc:** [Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com); [Laura.Washington@lw.com](mailto:Laura.Washington@lw.com); [Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com); [alan@alansege.com](mailto:alan@alansege.com);

[tara@alansege.com](mailto:tara@alansege.com)

**Subject:** Potentially Privileged Document

Ryan,

My colleague has informed me that this afternoon while reviewing Blue Ivy's document production, he encountered a document that may be subject to the attorney-client privilege. He has identified the document in question as beginning with Bates number BLUE\_IVY000479. Consistent with our ethical obligations, no one else at Latham has viewed the document, and he immediately refrained from further examining the document once he ascertained that the document might be privileged. Please confirm whether the document is privileged or, conversely, if your client does not wish to assert privilege and its production was intentional.

In the meantime, we have segregated the document from our files and will not use it for any purpose until we hear from you.

Regards,  
Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**  
10250 Constellation Blvd. Suite 1100  
Los Angeles, CA 90067  
Direct Dial: +1.424.653.5574  
Fax: +1.424.653.5501  
Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)  
<http://www.lw.com>

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Latham & Watkins LLP

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Exhibit J to the Declaration of Jonathan  
R. Sandler

---

**From:** Sandler, Jonathan (CC)  
**Sent:** Wednesday, October 11, 2017 4:26 PM  
**To:** Ryan Hatch  
**Cc:** Putnam, Marvin (CC); Washington, Laura (CC); Swartz, Gregory (LA); alan@alansege.com; tara@alansege.com  
**Subject:** RE: Blue Ivy | Potentially Privileged Documents

Ryan,

The documents have been deleted.

Best,  
Jonathan

Jonathan R. Sandler

LATHAM & WATKINS LLP  
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067  
D: +1.424.653.5574 | M: +1.917.734.4512

---

**From:** Ryan Hatch <[ryan@ryane hatch.com](mailto:ryan@ryane hatch.com)>  
**Date:** Wednesday, Oct 11, 2017, 3:09 PM  
**To:** Sandler, Jonathan (CC) <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)>  
**Cc:** Putnam, Marvin (CC) <[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)>, Washington, Laura (CC) <[Laura.Washington@lw.com](mailto:Laura.Washington@lw.com)>, Swartz, Gregory (LA) <[Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com)>, alan@alansege.com <[alan@alansege.com](mailto:alan@alansege.com)>, tara@alansege.com <[tara@alansege.com](mailto:tara@alansege.com)>  
**Subject:** RE: Blue Ivy | Potentially Privileged Documents

Jonathan,

These materials are attorney-client privileged and inadvertently produced. Please delete, and thank you for bringing this to our attention.

Best,

Ryan E. Hatch  
Work: 310-279-5076  
Cell: 310-435-6374

---

**From:** Jonathan.Sandler@lw.com [mailto:Jonathan.Sandler@lw.com]  
**Sent:** Wednesday, October 11, 2017 1:04 PM  
**To:** Ryan Hatch <[ryan@ryane hatch.com](mailto:ryan@ryane hatch.com)>  
**Cc:** Marvin.Putnam@lw.com; Laura.Washington@lw.com; Gregory.Swartz@lw.com; alan@alansege.com; tara@alansege.com  
**Subject:** Blue Ivy | Potentially Privileged Documents

Ryan,

As my colleague has continued his review of Blue Ivy's document production, he has encountered additional documents that could potentially be subject to the attorney-client privilege. As with the prior document and consistent with our ethical obligations, no one else at Latham has viewed the documents, and he immediately refrained from further examining the documents once he ascertained that the documents might be privileged. The documents have also been segregated from our files and we will not use them for any purpose until we hear from you. The documents are identified in the table below.

<u>Date</u>	<u>Bates #</u>	<u>To</u>	<u>From</u>
1/17/2012	BLUE_IVY000532	Veronica Alexandra	Maryam Nemazie (Raj Abhyanker PC)
1/18/2012	BLUE_IVY000539	Veronica Alexandra	<a href="mailto:service@paypayl.com">service@paypayl.com</a> (Raj Abhyanker PC)
2/7/2012	BLUE_IVY000499	Veronica Alexandra	Meredith D. Pikser (Reed Smith)
7/12/2012	BLUE_IVY000537	Veronica Alexandra	Raj Abhyanker PC

Please let us know at your earliest convenience whether you wish to assert any claim of privilege over these documents or if their production was intentional.

Regards,  
Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**  
10250 Constellation Blvd. Suite 1100  
Los Angeles, CA 90067  
Direct Dial: +1.424.653.5574  
Fax: +1.424.653.5501  
Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)  
<http://www.lw.com>

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Latham & Watkins LLP

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Exhibit K to the Declaration of Jonathan  
R. Sandler

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**From:** Sandler, Jonathan (CC)  
**Sent:** Tuesday, October 17, 2017 3:48 PM  
**To:** Ryan Hatch  
**Cc:** Putnam, Marvin (CC); Washington, Laura (CC); Swartz, Gregory (LA); alan@alansege.com; tara@alansege.com  
**Subject:** RE: Blue Ivy | Potentially Privileged Documents

Hi Ryan,

The files have been deleted.

Thanks,  
Jonathan

Jonathan R. Sandler

LATHAM & WATKINS LLP  
10250 Constellation Blvd. Suite 1100 | Los Angeles, CA 90067  
D: +1.424.653.5574 | M: +1.917.734.4512

---

**From:** Ryan Hatch <[ryan@ryanhatch.com](mailto:ryan@ryanhatch.com)>  
**Date:** Tuesday, Oct 17, 2017, 12:39 PM  
**To:** Sandler, Jonathan (CC) <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)>  
**Cc:** Putnam, Marvin (CC) <[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)>, Washington, Laura (CC) <[Laura.Washington@lw.com](mailto:Laura.Washington@lw.com)>, Swartz, Gregory (LA) <[Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com)>, alan@alansege.com <[alan@alansege.com](mailto:alan@alansege.com)>, tara@alansege.com <[tara@alansege.com](mailto:tara@alansege.com)>  
**Subject:** RE: Blue Ivy | Potentially Privileged Documents

Jonathan,

These documents are privileged, please delete. Thank you for identifying.

Best,

Ryan E. Hatch  
Work: 310-279-5076  
Cell: 310-435-6374

---

**From:** Jonathan.Sandler@lw.com [mailto:Jonathan.Sandler@lw.com]  
**Sent:** Monday, October 16, 2017 7:29 PM  
**To:** Ryan Hatch <[ryan@ryane hatch.com](mailto:ryan@ryane hatch.com)>  
**Cc:** Marvin.Putnam@lw.com; Laura.Washington@lw.com; Gregory.Swartz@lw.com; alan@alansege.com; tara@alansege.com  
**Subject:** Blue Ivy | Potentially Privileged Documents

Ryan,

As my colleague has continued his review of Blue Ivy's document production, he has encountered additional documents that could potentially be subject to the attorney-client privilege. As with the prior documents and consistent with our ethical obligations, no one else at Latham has viewed the documents, and he immediately refrained from further examining the documents once he ascertained that the documents might be privileged. The documents have also been segregated from our files and we will not use them for any purpose until we hear from you. The documents are identified in the table below.

<u>Date</u>	<u>Bates #</u>	<u>To</u>	<u>From</u>
10/18/2012	BLUE_IVY000523	Veronica Morales	Mitesh Patel, Esq. (LegalForce RAPC Worldwide)
9/12/2013	BLUE_IVY000505	Veronica Morales	Thomas J. Welsh Jr., Esq. (LegalForce RAPC Worldwide)
1/28/2016	BLUE_IVY000564	Veronica Alexandra	Savannah Carnes (legalforcelaw.com)

Please let us know at your earliest convenience whether you wish to assert any claim of privilege over these documents or if their production was intentional.

Regards,  
Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**

10250 Constellation Blvd. Suite 1100  
Los Angeles, CA 90067  
Direct Dial: +1.424.653.5574  
Fax: +1.424.653.5501  
Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)  
<http://www.lw.com>

---

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Latham & Watkins LLP

---



Exhibit L to the Declaration of Jonathan  
R. Sandler

---

**From:** Sandler, Jonathan (CC)  
**Sent:** Thursday, October 19, 2017 1:56 PM  
**To:** Ryan Hatch  
**Cc:** Putnam, Marvin (CC); Washington, Laura (CC); Swartz, Gregory (LA); alan@alansege.com; tara@alansege.com  
**Subject:** RE: Blue Ivy | Potentially Privileged Document

Hi Ryan,

The document has been deleted from our files.

Thanks,  
Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**  
10250 Constellation Blvd. Suite 1100  
Los Angeles, CA 90067  
Direct Dial: +1.424.653.5574  
Fax: +1.424.653.5501  
Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)  
<http://www.lw.com>

---

**From:** Ryan Hatch [mailto:ryan@ryane hatch.com]  
**Sent:** Thursday, October 19, 2017 9:27 AM  
**To:** Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>  
**Cc:** Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Washington, Laura (CC) <Laura.Washington@lw.com>; Swartz, Gregory (LA) <Gregory.Swartz@lw.com>; alan@alansege.com; tara@alansege.com  
**Subject:** Re: Blue Ivy | Potentially Privileged Document

Jonathan,

Yes it is privileged. Please hold off on your review so we can verify whether any other privileged docs were produced.

Thank you,

Ryan E. Hatch  
310-435-6374

----- Original message -----

**From:** [Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)  
**Date:** 10/19/17 9:16 AM (GMT-08:00)  
**To:** Ryan Hatch <[ryan@ryane hatch.com](mailto:ryan@ryane hatch.com)>  
**Cc:** [Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com), [Laura.Washington@lw.com](mailto:Laura.Washington@lw.com), [Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com), [alan@alansege.com](mailto:alan@alansege.com), [tara@alansege.com](mailto:tara@alansege.com)  
**Subject:** Blue Ivy | Potentially Privileged Document

Ryan,

As my colleague has continued his review of Blue Ivy's document production, he has encountered an additional document that could potentially be subject to the attorney-client privilege in light of Blue Ivy's response to BGK's RFP No. 7. As with the prior documents and consistent with our ethical obligations, no one else at Latham has viewed the document, and he immediately refrained from further examining the document once he ascertained that the document might be privileged. The document has also been segregated from our files and we will not use it for any purpose until we hear from you. The document is identified in the table below:

<u>Date</u>	<u>Bates #</u>	<u>To</u>	<u>From</u>
3/7/2017	BLUE_IVY000501	Veronica Alexandra	Peter E. Perkowski (perkowskilegal.com)

Please let us know at your earliest convenience whether you wish to assert any claim of privilege over these documents or if their production was intentional.

Regards,  
Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**

10250 Constellation Blvd. Suite 1100

Los Angeles, CA 90067

Direct Dial: +1.424.653.5574

Fax: +1.424.653.5501

Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)

<http://www.lw.com>

---

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Latham & Watkins LLP

---

Exhibit M to the Declaration of Jonathan  
R. Sandler

---

**From:** Tara Klamrowski <tara@alansege.com>  
**Sent:** Tuesday, October 24, 2017 3:46 PM  
**To:** Sandler, Jonathan (CC)  
**Cc:** Ryan Hatch; Putnam, Marvin (CC); Washington, Laura (CC); Swartz, Gregory (LA); Alan Sege  
**Subject:** Re: Blue Ivy | Potentially Privileged Document  
**Attachments:** Blue Ivy Inadvertantly Produced Documents.xlsx

Dear Jonathan,

The documents identified in the attached spreadsheet were inadvertently produced and need to be deleted from your records. Thank you.

Best,

**Tara Klamrowski, Esq.**

The Sege Law Practice  
13323 W Washington Blvd., Suite 100  
Los Angeles, CA 90066

[tara@alansege.com](mailto:tara@alansege.com) | o: 310.279.5077 | c: 310.570.6058

On Thu, Oct 19, 2017 at 1:55 PM, <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)> wrote:

Hi Ryan,

The document has been deleted from our files.

Thanks,

Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**

[10250 Constellation Blvd. Suite 1100](#)

[Los Angeles, CA 90067](#)

Direct Dial: [+1.424.653.5574](#)

Fax: [+1.424.653.5501](#)

Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)

<http://www.lw.com>

---

**From:** Ryan Hatch [mailto:[ryan@ryanehatch.com](mailto:ryan@ryanehatch.com)]

**Sent:** Thursday, October 19, 2017 9:27 AM

**To:** Sandler, Jonathan (CC) <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)>

**Cc:** Putnam, Marvin (CC) <[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)>; Washington, Laura (CC) <[Laura.Washington@lw.com](mailto:Laura.Washington@lw.com)>; Swartz, Gregory (LA) <[Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com)>; [alan@alansege.com](mailto:alan@alansege.com); [tara@alansege.com](mailto:tara@alansege.com)

**Subject:** Re: Blue Ivy | Potentially Privileged Document

Jonathan,

Yes it is privileged. Please hold off on your review so we can verify whether any other privileged docs were produced.

Thank you,

Ryan E. Hatch

[310-435-6374](tel:310-435-6374)

----- Original message -----

From: [Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)

Date: 10/19/17 9:16 AM (GMT-08:00)

To: Ryan Hatch <[ryan@ryanehatch.com](mailto:ryan@ryanehatch.com)>

Cc: [Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com), [Laura.Washington@lw.com](mailto:Laura.Washington@lw.com), [Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com), [alan@alansege.com](mailto:alan@alansege.com), [tara@alansege.com](mailto:tara@alansege.com)

Subject: Blue Ivy | Potentially Privileged Document

Ryan,

As my colleague has continued his review of Blue Ivy's document production, he has encountered an additional document that could potentially be subject to the attorney-client privilege in light of Blue Ivy's response to BGK's RFP No. 7. As with the prior documents and consistent with our ethical obligations, no one else at Latham has viewed the document, and he immediately refrained from further examining the document once he ascertained that the document might be privileged. The document has also been segregated from our files and we will not use it for any purpose until we hear from you. The document is identified in the table below:

<u>Date</u>	<u>Bates #</u>	<u>To</u>	<u>From</u>
3/7/2017	BLUE_IVY000501	Veronica Alexandra	Peter E. Perkowski ( <a href="mailto:perkowskilegal.com">perkowskilegal.com</a> )

Please let us know at your earliest convenience whether you wish to assert any claim of privilege over these documents or if their production was intentional.

Regards,

Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**

[10250 Constellation Blvd. Suite 1100](#)

[Los Angeles, CA 90067](#)

Direct Dial: [+1.424.653.5574](tel:+1.424.653.5574)

Fax: [+1.424.653.5501](tel:+14246535501)

Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)

<http://www.lw.com>

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<b>Bates No.</b>	<b>Status</b>
BLUE_IVY000479	Previously Identified by L&W
BLUE_IVY000480	
BLUE_IVY000481	
BLUE_IVY000499	Previously Identified by L&W
BLUE_IVY000501	
BLUE_IVY000502	
BLUE_IVY000503	Previously Identified by L&W
BLUE_IVY000505	
BLUE_IVY000506	
BLUE_IVY000507	
BLUE_IVY000508	
BLUE_IVY000509	
BLUE_IVY000513	
BLUE_IVY000514	
BLUE_IVY000515	
BLUE_IVY000516	
BLUE_IVY000517	Previously Identified by L&W
BLUE_IVY000523	
BLUE_IVY000524	
BLUE_IVY000530	Previously Identified by L&W
BLUE_IVY000532	
BLUE_IVY000533	
BLUE_IVY000534	Previously Identified by L&W
BLUE_IVY000537	
BLUE_IVY000538	Previously Identified by L&W
BLUE_IVY000539	
BLUE_IVY000564	Previously Identified by L&W
BLUE_IVY000565	
BLUE_IVY000566	
BLUE_IVY000567	

Exhibit N to the Declaration of Jonathan  
R. Sandler

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**From:** Sandler, Jonathan (CC)  
**Sent:** Wednesday, October 25, 2017 1:34 PM  
**To:** Tara Klamrowski  
**Cc:** Ryan Hatch; Putnam, Marvin (CC); Washington, Laura (CC); Swartz, Gregory (LA); Alan Sege  
**Subject:** RE: Blue Ivy | Potentially Privileged Document

Hi Tara,

Thank you for providing this list of clawbacks. We have deleted the newly-identified documents from our review platform and segregated them for deletion from the server. We are a bit confused by this lengthy list, as it does not appear from the face of the new documents that these communications are with attorneys. Could you please provide some further explanation for the claim of privilege on the newly-indicated documents?

In addition, there appears to have been some inconsistency between the documents that you marked as previously identified by Latham and those that we had already identified and deleted pursuant to our records. We provide below the status of the clawbacks as we understand it:

Bates No.	Your Reported Status	Bates Range of Entire Documents	Latham-R
BLUE_IVY000479 BLUE_IVY000480 BLUE_IVY000481	Previously Identified by L&W	BLUE_IVY000479-481	The full do already id prior to re
BLUE_IVY000499	Previously Identified by L&W	BLUE_IVY000499-500	The full do already id prior to re did not ide page of a 2
BLUE_IVY000501 BLUE_IVY000502 BLUE_IVY000503		BLUE_IVY000501-504	The full do already id prior to re did not ide of a 4-pag
BLUE_IVY000505 BLUE_IVY000506 BLUE_IVY000507 BLUE_IVY000508 BLUE_IVY000509	Previously Identified by L&W	BLUE_IVY000505-509	The full do already id prior to re
BLUE_IVY000513 BLUE_IVY000514 BLUE_IVY000515		BLUE_IVY000513-515	This full do been dele segregated
BLUE_IVY000516		BLUE_IVY000516-517	

BLUE_IVY000517			This full document has been deleted and segregated.
BLUE_IVY000523	Previously Identified by L&W	BLUE_IVY000523-524	The full document has already been identified prior to review.
BLUE_IVY000524			
BLUE_IVY000530		BLUE_IVY000530-531	Although the full document has not been deleted from the system, it has been segregated.
BLUE_IVY000532	Previously Identified by L&W	BLUE_IVY000532-534	The full document has already been identified prior to review.
BLUE_IVY000533			
BLUE_IVY000534			
BLUE_IVY000537	Previously Identified by L&W	BLUE_IVY000537	The full document has already been identified prior to review.
BLUE_IVY000538			
BLUE_IVY000539	Previously Identified by L&W	BLUE_IVY000539	The full document has already been identified and is receiving treatment.
BLUE_IVY000564	Previously Identified by L&W	BLUE_IVY000564-567	The full document has already been identified prior to review.
BLUE_IVY000565			
BLUE_IVY000566			
BLUE_IVY000567			

Thanks,  
Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**

10250 Constellation Blvd. Suite 1100  
Los Angeles, CA 90067  
Direct Dial: +1.424.653.5574  
Fax: +1.424.653.5501  
Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)  
<http://www.lw.com>

**From:** Tara Klamrowski [mailto:tara@alansege.com]

**Sent:** Tuesday, October 24, 2017 3:46 PM

**To:** Sandler, Jonathan (CC) <Jonathan.Sandler@lw.com>

**Cc:** Ryan Hatch <ryan@ryaneatch.com>; Putnam, Marvin (CC) <Marvin.Putnam@lw.com>; Washington, Laura (CC) <Laura.Washington@lw.com>; Swartz, Gregory (LA) <Gregory.Swartz@lw.com>; Alan Sege <alan@alansege.com>

**Subject:** Re: Blue Ivy | Potentially Privileged Document

Dear Jonathan,

The documents identified in the attached spreadsheet were inadvertently produced and need to be deleted from your records. Thank you.

Best,

**Tara Klamrowski, Esq.**

The Sege Law Practice  
13323 W Washington Blvd., Suite 100  
Los Angeles, CA 90066

[tara@alansege.com](mailto:tara@alansege.com) | o: 310.279.5077 | c: 310.570.6058

On Thu, Oct 19, 2017 at 1:55 PM, <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)> wrote:

Hi Ryan,

The document has been deleted from our files.

Thanks,

Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**

[10250 Constellation Blvd. Suite 1100](#)

[Los Angeles, CA 90067](#)

Direct Dial: [+1.424.653.5574](tel:+14246535574)

Fax: [+1.424.653.5501](tel:+14246535501)

Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)

<http://www.lw.com>

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**From:** Ryan Hatch [mailto:[ryan@ryaneatch.com](mailto:ryan@ryaneatch.com)]

**Sent:** Thursday, October 19, 2017 9:27 AM

**To:** Sandler, Jonathan (CC) <[Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)>

**Cc:** Putnam, Marvin (CC) <[Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com)>; Washington, Laura (CC)

<[Laura.Washington@lw.com](mailto:Laura.Washington@lw.com)>; Swartz, Gregory (LA) <[Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com)>; [alan@alansege.com](mailto:alan@alansege.com);

[tara@alansege.com](mailto:tara@alansege.com)

**Subject:** Re: Blue Ivy | Potentially Privileged Document

Jonathan,

Yes it is privileged. Please hold off on your review so we can verify whether any other privileged docs were produced.

Thank you,

Ryan E. Hatch

[310-435-6374](tel:310-435-6374)

----- Original message -----

From: [Jonathan.Sandler@lw.com](mailto:Jonathan.Sandler@lw.com)

Date: 10/19/17 9:16 AM (GMT-08:00)

To: Ryan Hatch <[ryan@ryane hatch.com](mailto:ryan@ryane hatch.com)>

Cc: [Marvin.Putnam@lw.com](mailto:Marvin.Putnam@lw.com), [Laura.Washington@lw.com](mailto:Laura.Washington@lw.com), [Gregory.Swartz@lw.com](mailto:Gregory.Swartz@lw.com), [alan@alansege.com](mailto:alan@alansege.com), [tara@alansege.com](mailto:tara@alansege.com)

Subject: Blue Ivy | Potentially Privileged Document

Ryan,

As my colleague has continued his review of Blue Ivy's document production, he has encountered an additional document that could potentially be subject to the attorney-client privilege in light of Blue Ivy's response to BGK's RFP No. 7. As with the prior documents and consistent with our ethical obligations, no one else at Latham has viewed the document, and he immediately refrained from further examining the document once he ascertained that the document might be privileged. The document has also been segregated

from our files and we will not use it for any purpose until we hear from you. The document is identified in the table below:

<u>Date</u>	<u>Bates #</u>	<u>To</u>	<u>From</u>
3/7/2017	BLUE_IVY000501	Veronica Alexandra	Peter E. Perkowski ( <a href="http://perkowskilegal.com">perkowskilegal.com</a> )

Please let us know at your earliest convenience whether you wish to assert any claim of privilege over these documents or if their production was intentional.

Regards,

Jonathan

**Jonathan R. Sandler**

**LATHAM & WATKINS LLP**

[10250 Constellation Blvd. Suite 1100](#)

[Los Angeles, CA 90067](#)

Direct Dial: [+1.424.653.5574](tel:+14246535574)

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Email: [jonathan.sandler@lw.com](mailto:jonathan.sandler@lw.com)

<http://www.lw.com>

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Latham & Watkins LLP

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86883293: BLUE IVY CARTER  
Published in the Official Gazette of January 10, 2017 in all designated classes  
(International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Serial No. 86883293

Mark: **BLUE IVY CARTER**

**DECLARATION OF GREGORY W. SWARTZ IN SUPPORT OF MOTION TO COMPEL  
DISCOVERY RESPONSES**

I, Gregory W. Swartz, declare as follows:

1. I am an attorney with the law firm of Latham & Watkins LLP, which represents Applicant BGK Trademark Holdings, LLC (“BGK”) in the above-captioned action. The facts set forth below are based on my personal knowledge, including knowledge gained through my review of and familiarity with files and documents in this matter. If called as a witness in this action, I could and would testify competently thereto.

2. On September 20, 2017, Opposer provided the following responses to BGK’s Discovery Requests: (1) Opposer’s Objections and Responses to Applicant’s First Set of Interrogatories to Opposer Blue Ivy; (2) Opposer’s Objections and Responses to Applicant’s First Set of Requests for A[d]mission to Opposer Blue Ivy; and (3) Opposer’s Objections and Responses to Applicant’s First Set of Requests for Production to Opposer Blue Ivy (collectively, “Opposer’s Discovery Responses”).

3. That same day, Opposer also produced ninety-one documents.

4. I reviewed Opposer's Discovery Responses as well as all of the documents in its document production. During my review, I identified nine documents which appeared to be attorney-client communications. Those documents, identified by beginning Bates number, are BLUE\_IVY000479, BLUE\_IVY000532, BLUE\_IVY000539, BLUE\_IVY000499, BLUE\_IVY000537, BLUE\_IVY000523, BLUE\_IVY000505, BLUE\_IVY000564, and BLUE\_IVY000501. Believing they might be privileged, I immediately stopped reviewing them and informed my colleague, Jonathan Sandler, of the potential privilege issue. Mr. Sandler, in turn, emailed opposing counsel. Upon confirmation from opposing counsel that they wished to assert privilege over the documents, they were deleted from our files.

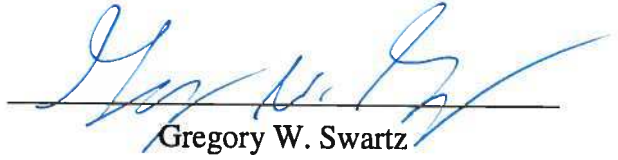
5. Based on my review of the remaining documents, it appears that Opposer did not produce responsive documents for BGK's First Set of Requests for Production of Documents to Opposer Blue Ivy ("RFPs") Nos. 2, 9, 18, 21, 27-35, 37-39, 42, 47, and 59.

6. I reviewed the documents produced by Opposer bearing the Bates numbers BLUE\_IVY000519, BLUE\_IVY000540, and BLUE\_IVY000544. I have not attached these documents to my declaration because Opposer has marked them confidential—although, it does not appear that they are actually confidential. I can, however, provide these documents at the Board's request.

7. On February 14, 2018, I navigated to <https://shop.spreadshirt.com/blueivy/>. I observed that this webpage offers merchandise, such as T-shirts and mugs, bearing the BLUE IVY logo. A true and correct copy of a screenshot of <https://shop.spreadshirt.com/blueivy/> is attached hereto as **Exhibit A**.

8. Based on my review of Opposer's document production, I did not identify any documents relating to the <https://shop.spreadshirt.com/blueivy/> website.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of February 2018 at Los Angeles, California.

  
Gregory W. Swartz

**Exhibit A to the Declaration of Gregory W.  
Swartz**



Men ▾ Women ▾ Kids & Babies ▾ Accessories ▾ Cases ▾

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Blue Ivy Logo - Men's Premium T-Shirt  
\$23.49



Blue Ivy Logo - Women's Premium T-Shirt  
\$23.49



Blue Ivy Logo - Kids' Premium T-Shirt  
\$21.49



Blue Ivy Logo - Toddler Premium T-Shirt  
\$21.49



Blue Ivy Logo - Full Color Mug  
\$17.00



Blue Ivy Logo - iPhone 7/8 Rubber Case  
\$19.99



Blue Ivy Logo - Adjustable Apron  
\$24.49



Blue Ivy Logo - Small Buttons  
\$10.00

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the Matter of Trademark Application Serial No. 86883293: BLUE IVY CARTER  
Published in the Official Gazette of January 10, 2017 in all designated classes  
(International Classes 3, 6, 9, 10, 12, 16, 18, 20, 21, 24, 26, 28, 35, and 41).

BLUE IVY,

Opposer,

v.

BGK TRADEMARK HOLDINGS, LLC,

Applicant.

Opposition No. 91234467

Serial No. 86883293

Mark: **BLUE IVY CARTER**

**MEET AND CONFER STATEMENT IN SUPPORT OF MOTION TO COMPEL  
DISCOVERY RESPONSES**

I, Laura R. Washington, hereby certify that I, representing Applicant BGK Trademark Holdings, LLC (“BGK”), attempted in good faith to meet and confer with Opposer Blue Ivy (“Opposer”), pursuant to 37 C.F.R. section 2.120(f) and Trademark Trial and Appeal Board Manual of Procedure (“TBMP”) section 523.02. The following is a summary of BGK’s attempts to meet and confer in good faith.

1. On January 4, 2018, I sent an email to Ryan Hatch, counsel for Opposer, asking whether he would be available for a call to discuss deficiencies in Blue Ivy’s document production and discovery responses, as well as Opposer’s claw back of relevant non-privileged documents. He replied the same day asking for additional information regarding the claw backs.

2. On January 5, 2018, I responded to Mr. Hatch, providing additional information regarding BGK’s position on the claw backs. I also expressly identified Opposer’s responses that appeared to be incomplete or false. Specifically, I identified Objections and Responses to Applicant’s First Set of Interrogatories to Blue Ivy numbers 3-5 and 9-13; Opposer’s Objections

and Responses to Applicant's First Set of Requests for A[d]mission to Opposer Blue Ivy numbers 36, 38, and 39; and Opposer's Objections and Responses to Applicant's First Set of Requests for Production to Opposer Blue Ivy numbers 2, 9, 11, 13, 14, 16, 18, 21-23, 36-35, 37-39, 42, 47-50, and 59. I also expressed concern about Opposer's improper Federal Rules of Evidence Rule 408 objections.

3. On January 8, 2018, I participated in a meet and confer call with Mr. Hatch and his colleague, Tara Klamrowski, regarding BGK's concerns with respect to discovery. I raised the aforementioned deficiencies and issues with respect to Opposer's responses. After hearing BGK's position, Ms. Klamrowski indicated that she would provide a response at a later point.

4. On January 18, 2018, I sent an email to Ryan Hatch to inquire as to the status of Opposer's response to the issues raised during the January 8th call. Five days later, Ms. Klamrowski responded, stating she would provide a response to the issues raised on the January 8th meet and confer on Monday, January 30th. On January 30, 2018, she did not provide the promised response. Instead, she sent an email explaining that she was still working on responses to the issues BGK raised several weeks earlier.

5. On February 1, 2018, I emailed Ms. Klamrowski and asked when she expected to provide a response to the issues we raised in our January 8th meet and confer, and requested that Opposer provide a privilege log. She never responded to my email.

6. On February 9, 2018, I again emailed Ms. Klamrowski requesting that she provide a response to the issues BGK raised over a month ago regarding Opposer's discovery responses.

7. On February 12, 2018, Ms. Klamrowski finally responded in a letter. This letter indicated that Opposer disagreed with BGK's position and there were no deficiencies in

Opposer's discovery responses. Among other things, the letter asserted that Opposer did not believe that it had waived the attorney client privilege by inadvertently producing privileged documents. The letter also asserted various objections or other opposition to providing supplemental responses to BGK's Requests for Production and Interrogatories. The letter did not address BGK's request for a privilege log. Opposer has never addressed BGK's request for a privilege log. Opposer has also not supplemented any of its discovery responses.

8. On February 15, 2018, I replied to the February 12th letter, indicating that, based on Opposer's responses, it appeared BGK and Opposer had reached an impasse. I also indicated that BGK would promptly file a motion to compel.

Dated: February 15, 2018

LATHAM & WATKINS LLP

By: /Laura R. Washington/  
Marvin S. Putnam (Bar No. 212839)  
*Marvin.Putnam@lw.com*  
Laura R. Washington (Bar No. 266775)  
*Laura.Washington@lw.com*  
10250 Constellation Boulevard, Suite 1100  
Los Angeles, California 90067  
Telephone: +1.424.653.5500  
Facsimile: +1.424.653.5501

*Attorneys for Applicant*  
*BGK Trademark Holdings, LLC*